

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multi-Shot LLC		01/30/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	1000 Louisiana Street		
Internal Address:	9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Organization: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3040181	QUIKSHOT	
Registration Number:	3215872	QUIKSHOT	
Registration Number:	3215873	QUIKSHOT	
Registration Number:	3792187	MS ENERGY SERVICES	
Registration Number:	3798422	MS ENERGY SERVICES	
Registration Number:	3882129	MPACT DOWNHOLE MOTORS	
Registration Number:	3792186	MPACT DOWNHOLE MOTORS	
Registration Number:	3798420	MPACT DOWNHOLE MOTORS	
Registration Number:	3878505	MPACT	
CORRESPONDENCE DATA			
Fax Number:	7132223291		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-221-3306		
Email:	constance.rhebergen@bgllp.com, docketing@bgllp.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		

OP \$240.00 3040181

ATTORNEY DOCKET NUMBER:	088599.000021
NAME OF SUBMITTER:	Constance Gall Rhebergen
SIGNATURE:	/Constance Gall Rhebergen/
DATE SIGNED:	01/30/2015

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of January 30, 2015 (this "Patent and Trademark Security Agreement") is made by and among Multi-Shot, LLC, a Texas limited liability company (the "Borrower"), certain Affiliates of the Borrower party hereto from time to time (collectively with the Borrower, the "Grantors" and individually, a "Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

Preliminary Statement

The Borrower and the Administrative Agent are parties to the Credit Agreement, dated as of January 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time (the "Lenders") and Wells Fargo Bank, National Association, as the Administrative Agent, as issuing lender and as swing line lender.

The Grantors own or are a party to, as applicable, the Patent Collateral and Trademark Collateral listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement, dated as of January 30, 2015 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement"), among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under, all of the following, whether now owned or hereafter acquired by such Grantor, and wherever located and whether now owned or hereafter existing or arising (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license; and

(b) (i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos

and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any state thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks" and each, a "Trademark"), (ii) all Trademark licenses for the grant by or to any Grantor of any right to use any Trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (v) all Proceeds of, and rights associated with, the foregoing, (including licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringement or dilution of any Trademark or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, however, that notwithstanding anything to the contrary contained in Section 1.1, Excluded Collateral shall be excluded from the Lien and security interest granted hereunder (and shall, as applicable, not be included as "Collateral" or any component of the definition thereof for purposes of the Credit Documents); provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of any Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.2 This Patent and Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office. This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

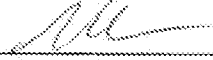
Section 1.3 The Grantors authorize and request that the United States Patent and Trademark Office and any other applicable government office record this Patent and Trademark Security Agreement.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTOR:

MULTI-SHOT, LLC

By: 

Name: Ron Whitter

Title: Executive Vice President and Chief Financial
Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____



Name: Chris Kim

Title: Assistant Vice President

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

Issued Patents

United States

Title	Country	Serial No.	Filing Date	Patent No.	Grant Date
Rotor-to-rotor coupling**	USA	08/433544	04/20/1995	5,588,818	12/31/1996
Air and mud control system for underbalanced drilling	USA	08/864012	05/27/1997	5,873,420	02/23/1999
Downhole Motor Universal Joint Assembly	USA	09/707354	11/7/2000	6,949,025	09/27/2005
MWD Data Transmission	USA	12/288354	10/17/2008	8,120,509	02/21/2012
Drill motor enhancement providing improved sealing performance and longevity	USA	12/757692	04/09/2010	8,915,312	12/23/2014
Mud pulser actuation	USA	12/744893	11/26/2008	8,640,779	2/04/2014
Mud pulse telemetry system*	USA	12/682553	09/08/2008	8,689,884	04/08/2014
Casing Detection*	USA	12/439759	09/06/2007	2010/0332137	12/30/2010
An Optical Fiber Modulation and Demodulation System	USA	08/857415	05/16/1997	5,808,779	9/15/1998
Telemetry System Involving Gigahertz Transmission in a Gas Filled Tubular Waveguide	USA	08/864011	05/27/1997	5,831,549	11/3/1998

* Jointly owned.

** Expires within the next 90 days after the Effective Date.

Pending Patent Applications

United States

Title	Country	Application No.	Filing Date
Casing Detection	USA	PCT/US2007/77786	09/06/2007

EM Telemetry Gas Sub	USA	PCT/US2009/061678	10/22/2009
Downhole Digital Camera Survey	USA	13/350353	01/13/2012
System and Method for Manufacturing Electrically Isolated Connection for Electromagnetic Gas Sub Assembly	USA	14/077950	11/12/2013

Item B – Trademark Collateral

Registered United States Trademarks and Applications Pending or in Preparation for Filing

Trademark	Serial Number	Filing Date	Registration No.	Registration Date
“QuikShot”	78379907	03/07/2004	3,040,181	01/10/2006
“QuikShot”	78896830	05/31/2006	3,215,872	03/06/2007
“QuikShot” and design	78896869	05/31/2006	3,215,873	03/06/2007
“MS Energy Services” and design	77718804	04/21/2009	3,792,187	05/25/2010
“MS Energy Services”	77718777	04/21/2009	3,798,422	06/08/2010
“MPact Downhole Motors” and design	77718748	04/21/2009	3,882,129	11/30/2010
“MPact Downhole Motors” and design	77718717	04/21/2009	3,792,186	05/25/2010
“MPact Downhole Motors”	77718699	04/21/2009	3,798,420	06/08/2010
“MPact”	77718736	04/21/2009	3,878,505	11/23/2010