TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Key Energy Services, LLC		06/01/2015	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Agent
Street Address:	225 W. Washington Street
Internal Address:	21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3239879	KEY
Registration Number:	3239878	KEY
Registration Number:	2819710	KEY ENERGY SERVICES
Registration Number:	2796275	KEYVIEW
Registration Number:	2789908	KEY
Registration Number:	2823181	KEY ENERGY
Registration Number:	2823179	KEY
Registration Number:	2812695	HYDRA-WALK
Registration Number:	3833133	SMARTTONG
Registration Number:	4276530	ENHANCED OILFIELD TECHNOLOGIES
Registration Number:	4284132	ENHANCED OILFIELD TECHNOLOGIES

OP $290.00 3239879

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1:	330 North Wabash Avenue
Address Line 2:	Suite 2800
Address Line 4:	Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	06/01/2015

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 1, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "***INTERCREDITOR AGREEMENT***"), AMONG BANK OF AMERICA, N.A., AS INITIAL ABL AGENT, AND CORTLAND CAPITAL MARKET SERVICES LLC, AS INITIAL TERM AGENT, AND CERTAIN OTHER PERSONS PARTY THERETO OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 1, 2015 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Key Energy Services, LLC (the "Grantor") in favor of Cortland Capital Market Services LLC, as agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WHEREAS, Key Energy Services, Inc., a Maryland corporation, and certain of its Subsidiaries have entered into that certain Term Loan and Security Agreement, dated as of June 1, 2015 (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Loan Agreement"), with the banks and other financial institutions and entities from time to time party thereto and Cortland Capital Market Services LLC, as agent. Capitalized terms used and not defined herein have the meanings given such terms in the Term Loan Agreement.

WHEREAS, under the terms of the Term Loan Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source

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identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret and (B) any right under any Patent, including, without limitation, any right to manufacture, use or sell any invention covered in whole or in part by a Patent, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. After-Acquired Intellectual Property. The Grantor agrees that, should it obtain an ownership or other interest in any item of Intellectual Property material to the Grantor's business which is not, as of the date hereof, a part of the Intellectual Property Collateral (the "After-Acquired Intellectual Property"), (i) the provisions of this Intellectual Property Security Agreement shall automatically apply thereto, (ii) any such After-Acquired Intellectual Property and in the case of Trademarks, the goodwill of the business connected therewith or symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Intellectual Property Security Agreement with respect thereto, (iii) it shall give notice thereof to the Agent in accordance with Section 7.4.2 of the Term Loan Agreement, and (iv) it shall, promptly upon Agent's request and in accordance with Section 7.4.2 of the Term Loan Agreement, provide the Agent with a duly executed copy of an After-Acquired Intellectual Property Security Agreement with respect to its After-Acquired Intellectual Property in substantially the form of Exhibit A in order to record the security interest granted herein to the Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Term Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Term Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Term Loan Agreement, the provisions of the Term Loan Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

KEY ENERGY SERVICES, LLC

By: _____
Name: J. Marshall Dodson
Title: Senior Vice President, Chief Financial Officer and Treasurer

[Signature Page to Intellectual Property Security Agreement]

ACKNOWLEDGED AND AGREED TO:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: _____
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Intellectual Property Security Agreement]

Schedule 1

TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Key and Design	Key Energy Services, LLC	Registered	3239879	08-May-2007
Key and Design	Key Energy Services, LLC	Registered	3239878	08-May-2007
KEY ENERGY SERVICES	Key Energy Services, LLC	Registered	2819710	02-Mar-2004
KEYVIEW	Key Energy Services, LLC	Registered	2796275	16-Dec-2003
KEY	Key Energy Services, LLC	Registered	2789908	02-Dec-2003
KEY ENERGY	Key Energy Services, LLC	Registered	2823181	16-Mar-2004
KEY	Key Energy Services, LLC	Registered	2823179	16-Mar-2004
HYDRA-WALK	Key Energy Services, LLC	Registered	2812695	10-Feb- 2004
SMARTTONG	Key Energy Services, LLC	Registered	3833133	10-Aug-2010
ENHANCED OILFIELD TECHNOLOGIES	Key Energy Services, LLC	Registered	4276530	15-Jan-2013
ENHANCED OILFIELD TECHNOLOGIES	Key Energy Services, LLC	Registered	4284132	29-Jan-2013

Schedule 1

PATENTS

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
Automated Oil Rig Servicing System	Key Energy Services, LLC	Granted	5,988,299	23-Nov-1999
Automated Oil Rig Servicing System	Key Energy Services, LLC	Granted	5,711,382	27-Jan-1998
Remotely Accessible Mobile Repair Unit For Wells	Key Energy Services, LLC	Granted	6,079,490	27-Jun-2000
Oil recovery method	Key Energy Services, LLC	Granted	6,164,493	26-Dec-2000
Oil Recovery System And Apparatus	Key Energy Services, LLC	Granted	6,168,054	02-Jan-2001
Method Of Ensuring That Well Tubing Was Properly Stretched	Key Energy Services, LLC	Granted	6,209,639	03-Apr-2001
Method of distinguishing between installing different sucker rods	Key Energy Services, LLC	Granted	6,213,207	10-Apr-2001
Torque-Turn System For A Three-Element Sucker Rod Joint	Key Energy Services, LLC	Granted	6,212,763	11-Jan-2005
Method Of Recording A Cross-Load On A Mobile Repair Unit For A Well	Key Energy Services, LLC	Granted	6,241,020	05-Jun-2001
Method of distinguishing the raising and lowering of tubing and	Key Energy	Granted	6,253,849	03-Jul-2001

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Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
sucker rods	Services, LLC			
Engine speed control for hoist and tongs	Key Energy Services, LLC	Granted	6,276,449	21-Aug-2001
Oil Well Servicing System	Key Energy Services, LLC	Granted	6,377,189	23-Apr-2002
Sucker Rod Tool	Key Energy Services, LLC	Granted	6,374,706	23-Apr-2002
Method Of Monitoring Pumping Operations Of A Service Vehicle At A Well Site	Key Energy Services, LLC	Granted	6,578,634	17-Jun-2003
Method Of Monitoring Operations Of Multiple Service Vehicles At A Well Site	Key Energy Services, LLC	Granted	6,728,638	27-Apr-2004
Tongs Monitor With Learning Mode	Key Energy Services, LLC	Granted	6,758,095	06-Jul-2004
Method Of Managing A Well File Record At A Well Site	Key Energy Services, LLC	Granted	6,826,492	30-Nov-2004
Mechanical Multiplier For A Strain Gage On A Derrick	Key Energy Services, LLC	Granted	6,898,983	31-May-2005
Engine Speed Limiter For A Hoist	Key Energy Services, LLC	Granted	7,004,456	28-Feb-2006
Servicing System For Wells	Key Energy Services, LLC	Granted	7,006,009	28-Feb-2006

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
Activity Data Capture System For A Well Service Vehicle	Key Energy Services, LLC	Granted	7,006,920	28-Feb-2006
Ergonomics Safety Warning Device And Method To Prevent Clutch Burning	Key Energy Services, LLC	Granted	7,029,422	18-Apr-2006
Method Of Monitoring Service Operations Of A Service Vehicle At A Well Site	Key Energy Services, LLC	Granted	7,064,677	20-Jun-2006
Safemode Operating System For A Drilling Or Service Rig	Key Energy Services, LLC	Granted	7,114,577	03-Oct-2006
Inventory Counter For Oil And Gas Wells	Key Energy Services, LLC	Granted	7,221,155	22-May-2007
System For Assuring Engagement Of A Hydromatic Brake On A Drilling Or Well Service Rig	Key Energy Services, LLC	Granted	7,226,037	05-Jun-2007
Warning Device And Method To Prevent Clutch Burning	Key Energy Services, LLC	Granted	7,228,899	12-Jun-2007
Method And System For Evaluating Weight Data From A Service Rig	Key Energy Services, LLC	Granted	7,359,801	15-Apr-2008
Pipe Handling Apparatus	Key Energy Services, LLC	Granted	6,533,519	18-Mar-2003
Pipe Handling Apparatus	Key Energy Services, LLC	Granted	6,719,515	13-Apr-2004
Pipe Handling Apparatus	Key Energy Services,	Granted	6,969,223	29-Nov-2005

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
	LLC			
Multiple Sensor For Preventing A Crown-Block Incursion On An Oil Well Rig	Key Energy Services, LLC	Granted	7,461,830	09-Dec-2008
Brake System For A Well Service Or Drilling Hoist	Key Energy Services, LLC	Granted	7,513,338	07-Apr-2009
Method And System For Displaying Scanning Data For Oil Well Tubing Based On Scanning Speed	Key Energy Services, LLC	Granted	7,518,526	14-Apr-2009
Method For Determining Block Properties Of A Service Rig By Evaluating Rig Data	Key Energy Services, LLC	Granted	7,519,475	14-Apr-2009
Method And System For Setting And Analyzing Tubing Target Pressures For Tongs	Key Energy Services, LLC	Granted	7,519,508	14-Apr-2009
Method And System For Interpreting Tubing Data	Key Energy Services, LLC	Granted	7,571,054	04-Aug-2009
Method And System For Scanning Tubing	Key Energy Services, LLC	Granted	7,588,083	15-Sep-2009
Method And System For Evaluating Rod Breakout Based On Tong Pressure Data	Key Energy Services, LLC	Granted	7,631,563	15-Dec-2009
Method And System For Evaluating And Displaying Depth Data	Key Energy Services, LLC	Granted	7,672,785	02-Mar-2010
Method And System For Evaluating Weight Data From A Service Rig	Key Energy Services, LLC	Granted	7,657,376	02-Feb-2010
Method Of Treating Oil And Gas Wells	Key Energy	Granted	7,066,266	27-Jun-2006

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
	Services, LLC			
Method Of Pumping An "In-The-Formation" Diverting Agent In A Lateral Section Of An Oil And Gas Well	Key Energy Services, LLC	Granted	7,273,104	25-Sep-2007
Method And System For Calibrating A Tube Scanner	Key Energy Services, LLC	Granted	7,788,054	31-Aug-2010
Method and System for Governing Block Speed	Key Energy Services, LLC	Granted	7,793,918	14-Sep-2010
Method and System for Controlling a Well Service Rig Based on Load Data	Key Energy Services, LLC	Granted	7,917,293	29-Mar-2011
Method And System For Automatically Setting, Adjusting, And Monitoring Load-Based Limits On A Well Service Rig	Key Energy Services, LLC	Granted	8,589,036	19-Nov-2013
Method and System for Controlling Tongs Make-Up Speed and Evaluating and Controlling Torque at the Tongs	Key Energy Services, LLC	Granted	8,590,401	26-Nov-2013
Method and System for Monitoring the Efficiency and Health of a Hydraulically Driven System	Key Energy Services, LLC	Granted	8,280,639	02-Oct-2012
Method And System For Controlling A Well Service Rig Based On Load Data	Key Energy Services, LLC	Granted	8,280,636	02-Oct-2012
Anchor Assembly And Method Of Installing Anchors	Key Energy Services, LLC	Granted	8,684,096	01-Apr-2014
Hydraulic Setting Assembly	Key Energy Services, LLC	Granted	8,453,729	04-Jun-2013

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
Method And System For Evaluating Sensor Data From A Well Service Rig	Key Energy Services, LLC	Pending	13/283,473	Filed 27-Oct-2011
Methods Of Mechanized And Automated Tripping Of Rods And Tubulars	Key Energy Services, LLC	Pending	14/084,089	Filed 19-Nov-2013
Mechanized And Automated Well Service Rig System	Key Energy Services, LLC	Pending	14/083,978	Filed 19-Nov-2013
Mechanized And Automated Catwalk System	Key Energy Services, LLC	Pending	14/084,017	Filed 19-Nov-2013
Mechanized And Automated Well Service Rig	Key Energy Services, LLC	Pending	14/083,996	Filed 19-Nov-2013
Tong System For Tripping Rods And Tubulars	Key Energy Services, LLC	Pending	14/084,040	Filed 19-Nov-2013
Rod And Tubular Racking System	Key Energy Services, LLC	Pending	14/084,206	Filed 19-Nov-2013
Method And System For Controlling Tongs Make-Up Speed And Evaluating And Controlling Torque At The Tongs	Key Energy Services, LLC	Granted	9,027,416	12-May-2015
Methods and Apparatus for Cementing Wells	Key Energy Services, LLC	Pending	13/506,277	Awaiting Filing Application Publication
Pipe Handling Apparatus	Key Energy Services, LLC	Pending	13/815,526	Filed 09-Mar-2013

Exhibit A

FORM OF AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

([FIRST] SUPPLEMENTAL FILING)

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 1, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "***INTERCREDITOR AGREEMENT***"), AMONG BANK OF AMERICA, N.A., AS INITIAL ABL AGENT, AND CORTLAND CAPITAL MARKET SERVICES LLC, AS INITIAL TERM AGENT, AND CERTAIN OTHER PERSONS PARTY THERETO OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of [●], 2015 (as amended, supplemented or otherwise modified from time to time, the "[First] Supplemental Intellectual Property Security Agreement"), is made by Key Energy Services, LLC (the "Grantor") in favor of Cortland Capital Market Services LLC, as agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WHEREAS, Key Energy Services, Inc., a Maryland corporation, and certain of its Subsidiaries have entered into that certain Term Loan and Security Agreement, dated as of June 1, 2015 (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Loan Agreement"), with the banks and other financial institutions and entities from time to time party thereto and Cortland Capital Market Services LLC, as agent. Capitalized terms used and not defined herein have the meanings given such terms in the Term Loan Agreement.

WHEREAS, pursuant to the terms of the Term Loan Agreement, the Grantor [and certain other Persons] have executed and delivered that certain Intellectual Property Security Agreement, dated as of June 1, 2015 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement").

WHEREAS, under the terms of the Term Loan Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property (as defined in the Intellectual Property Security Agreement), of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this [First] Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against

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certain United States Intellectual Property at [INSERT REEL/FRAME NUMBER] [IF SECOND OR LATER SUPPLEMENTAL, ADD PRIOR REEL/FRAME NUMBERS].

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret and (B) any right under any Patent, including, without limitation, any right to manufacture, use or sell any invention covered in whole or in part by a Patent (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this [First] Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This [First] Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This [First] Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This [First] Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Term Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Term Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this [First] Supplemental Intellectual Property Security Agreement are in conflict with the Term Loan Agreement, the provisions of the Term Loan Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this [First] Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

KEY ENERGY SERVICES, LLC

By:_____
Name:
Title:

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REEL: 005527 FRAME: 0573

ACKNOWLEDGED AND AGREED TO:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 005527 FRAME: 0574

Schedule 1

TRADEMARKS

1. [●]

Instructions: *Please list all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof in which the Grantor has a right, title or interest.*

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Schedule 1

PATENTS

1. [●]

Instructions: *Please list all patents, patent applications and patentable inventions in which the Grantor has a right, title or interest.*

TRADEMARK
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