

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dennis Tool Company		12/15/2015	CORPORATION: TEXAS
Kline Oilfield Equipment, Inc.		12/15/2015	CORPORATION: OKLAHOMA
Logan Oil Tools, Inc.		12/15/2015	CORPORATION: TEXAS
Logan Completion Systems Inc.		12/15/2015	CORPORATION: CANADA
Scope Production Development Ltd.		12/15/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1000 Louisiana Street, 9th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3170721	KLINE TOOLS OILFIELD SPECIALTIES	
<b>Registration Number:</b>	4511095	MULTISTIM	
<b>Registration Number:</b>	4407472	MULTISTIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	713-221-3306		
<b>Email:</b>	docketing@bgllp.com		
<b>Correspondent Name:</b>	Constance Gall Rhebergen		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208-1389		
<b>ATTORNEY DOCKET NUMBER:</b>	088599.000077		
<b>NAME OF SUBMITTER:</b>	Constance Gall Rhebergen		

OP \$90.00 3170721

<b>SIGNATURE:</b>	/Constance Gall Rhebergen/
<b>DATE SIGNED:</b>	12/21/2015
<b>Total Attachments: 13</b> source=AR_IP_Security_Agreement-Omnibus_Amendment#page1.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page2.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page3.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page4.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page5.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page6.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page7.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page8.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page9.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page10.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page11.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page12.tif source=AR_IP_Security_Agreement-Omnibus_Amendment#page13.tif	

**AMENDED AND RESTATED US PATENT AND TRADEMARK SECURITY  
AGREEMENT**

This Amended and Restated US Patent and Trademark Security Agreement dated as of December 15, 2015 (this "Patent and Trademark Security Agreement") is made by and among the subsidiaries of the Borrowers (as defined below) party hereto (each a "Grantor" and, collectively, the "Grantors"), and Wells Fargo Bank, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the US Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

Preliminary Statement

WHEREAS, reference is made to that certain Credit Agreement dated as of March 1, 2012 among Logan Holdings, Inc., a Delaware corporation, as a borrower (the "US Borrower"), Logan International Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada and the direct parent company of the US Borrower, as a borrower (the "Canadian Borrower"; and together with the US Borrower, collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), the Collateral Agent, Wells Fargo Bank, National Association, as an administrative agent (in such capacity, the "US Administrative Agent"), as swingline lender (in such capacity, the "Swingline Lender"), and as an issuing lender (in such capacity, the "US Issuing Lender"), and HSBC Bank Canada, as an administrative agent (in such capacity, the "Canadian Administrative Agent") and as an issuing lender (in such capacity, the "Canadian Issuing Lender"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 23, 2014, as amended and modified by that certain Limited Waiver and Amendment No. 1 to Amended and Restated Credit Agreement dated as of September 30, 2015 (the "Existing Credit Agreement").

WHEREAS, to secure their obligations arising under or pursuant to the Existing Credit Agreement, certain subsidiaries of the Borrowers entered into that certain US Patent and Trademark Security Agreement dated as of March 1, 2012, among Dennis Tool Company, a Texas corporation, GJS Holding Company LLC, a Delaware limited liability company, Kline Oilfield Equipment, Inc., an Oklahoma corporation, Logan Oil Tools, Inc., a Texas corporation, Logan Completion Systems Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada, Scope Production Developments Ltd., a corporation amalgamated under the laws of the Province of Alberta, Canada, and Xtend Energy Services Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada, collectively as grantors thereunder, and the Collateral Agent, filed with the US Patent and Trademark Office on April 25, 2012 at Reel 4764, Frame 0727; Reel 028108, Frame 0420; Reel 028108, Frame 0362; Reel 028108, Frame 0344; Reel 028108, Frame 0374; Reel 028108, Frame 0289; and Reel 028108, Frame 0332, as supplemented by that certain Supplement to US Patent and Trademark Security Agreement dated as of December 23, 2014, between Logan Oil Tools, Inc., a Texas corporation, and the Collateral Agent, filed with the US Patent and Trademark Office on January 15, 2015 at Reel 034769, Frame 0856 (as supplemented, the "Existing Patent and Trademark Security Agreement").

WHEREAS, the Borrowers, those certain Lenders, the Collateral Agent, the Swingline Lender, the US Issuing Lender, the US Administrative Agent, the Canadian Administrative Agent, and the Canadian Issuing Lender have agreed to amend the terms of (a) the Existing Credit Agreement pursuant to the terms of that certain Omnibus Amendment dated as of the date hereof (as the same may be further amended, amended and restated, or otherwise modified from time to time, the "Credit Agreement") and (b) the Security Agreements (as defined below) pursuant to the terms of that certain Omnibus Amendment dated as of the date hereof.

WHEREAS, the Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

WHEREAS, pursuant to the terms of (a) that certain Pledge and Security Agreement dated as of December 23, 2014 among the grantors party thereto from time to time (the "US Pledge and Security Grantors") in favor of the Collateral Agent for the ratable benefit of the Secured Parties, as amended and restated by that certain Amended and Restated Pledge and Security Agreement dated as of December 23, 2014 (as may be further amended, amended and restated, or otherwise modified from time to time, including, without limitation, by that certain Omnibus Amendment dated as of the date hereof, the "US Pledge and Security Agreement") and (b) that certain Security Agreement dated as of March 1, 2012 among the grantors party thereto from time to time (the "Canadian Security Grantors"; and together with the US Pledge and Security Grantors, the "Security Grantors") in favor of the Collateral Agent for the ratable benefit of the Secured Parties, as modified by that certain Confirmation of Guaranty and Security dated as of December 23, 2014 (as may be further amended, amended and restated, or otherwise modified from time to time, including, without limitation, by that certain Omnibus Amendment dated as of the date hereof, the "Canadian Security Agreement"; and together with the US Pledge and Security Agreement, the "Security Agreements"), the 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 and Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby (i) agrees that the Existing Patent and Trademark Security Agreement is hereby amended and restated in its entirety as set forth herein, and (ii) confirms it has previously granted, and hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made,

use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as “Patents” on Schedule I hereto, and (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;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed 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 all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as “Trademarks” on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term “Patent and Trademark Collateral” include any asset or property of any Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon any Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreements. 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 Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the

State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

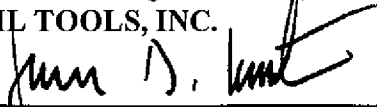
This Patent and Trademark Security Agreement is an amendment and restatement of the Existing Patent and Trademark Security Agreement and supersedes the Existing Patent and Trademark Security Agreement in its entirety; provided, however, that (i) the execution and delivery of this Patent and Trademark Security Agreement shall not effect a novation of the Existing Patent and Trademark Security Agreement but shall be, to the fullest extent applicable, in modification, renewal, confirmation and extension of such Existing Patent and Trademark Security Agreement, and (ii) the liens, security interests and other interests in the collateral as described in the Existing Patent and Trademark Security Agreement (collectively, the “Original Collateral”) granted under the Existing Patent and Trademark Security Agreement are and shall remain legal, valid, binding and enforceable with regard to such Original Collateral. Each Grantor that is a party to the Existing Patent and Trademark Security Agreement hereby acknowledges and confirms the continuing existence and effectiveness of such liens, security interests and other interests in the Original Collateral granted under the Existing Patent and Trademark Security Agreement, and further agrees that the execution and delivery of this Patent and Trademark Security Agreement and the other Credit Documents shall not in any way release, diminish, impair, reduce or otherwise affect such liens, security interests and other interests in the Original Collateral granted under the Existing Patent and Trademark Security Agreement.

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

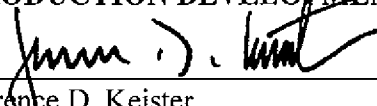
IN WITNESS WHEREOF, the Collateral Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTORS:**

**DENNIS TOOL COMPANY  
KLINE OILFIELD EQUIPMENT, INC.  
LOGAN OIL TOOLS, INC.**

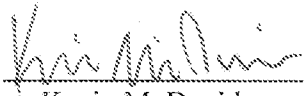
Each By:   
Name: Lawrence D. Keister  
Title: Chief Financial Officer and Secretary

**LOGAN COMPLETION SYSTEMS INC.  
SCOPE PRODUCTION DEVELOPMENTS LTD.**

Each By:   
Name: Lawrence D. Keister  
Title: Director

COLLATERAL AGENT:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Kevin M. Davidson  
Title: Vice President

Signature Page to  
Amended and Restated US Patent and Trademark Security Agreement  
(Logan International Inc. – 2015)

#5023513

**TRADEMARK**  
**REEL: 005693 FRAME: 0328**



**Schedule I**

**INTELLECTUAL PROPERTY COLLATERAL**

**ITEM A – PATENT COLLATERAL**

Issued Patents

**DENNIS TOOL COMPANY**

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	5,342,129(1)	August 30, 1994	Thomas M. Dennis; Mahlon D. Dennis	Bearing Assembly With Sidewall-Brazed PCD Plugs
U.S.A.	5,379,854(1)	January 10, 1995	Thomas M. Dennis	Cutting Element for Drill Bits
U.S.A.	5,452,843(1)	September 26, 1995	Thomas M. Dennis	Method of Brazing a Composite Bit Using Direct Cooling Means
U.S.A.	5,456,329(1)	October 10, 1995	Thomas M. Dennis; Mark Hunt	Bifurcated Drill Bit Construction
U.S.A.	5,458,211(1)	October 17, 1995	Thomas M. Dennis; Mark Hunt	Spade Drill Bit Construction
U.S.A.	5,477,034(1)	December 19, 1995	Thomas M. Dennis	Method and Apparatus for Bonding PDC Blanks
U.S.A.	5,498,081(1)	March 12, 1996	Thomas M. Dennis; Mahlon D. Dennis	Bearing Assembly Incorporating Shield Ring Precluding Erosion
U.S.A.	5,499,688(1)	March 19, 1996	Mahlon D. Dennis	PDC Insert Featuring Side Spiral Wear Pads
U.S.A.	5,524,719	June 11, 1996	Mahlon D. Dennis	Internally Reinforced Polycrystalline Abrasive Insert

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	5,544,713(1)	August 13, 1996	Mahlon D. Dennis	Cutting Element For Drill Bits
U.S.A.	5,566,779	October 22, 1996	Thomas M. Dennis	Insert For A Drill Bit Incorporating a PDC Layer Having Extended Side Portions
U.S.A.	5,620,382(1)(3)	April 15, 1997	Hyun S. Cho; Bong K. Lee; Yong I. Kim; Nam K. Jin; Kyoung R. Haun;	Diamond Golf Club Head
U.S.A.	5,630,479(1)	May 20, 1997	Mahlon D. Dennis	Cutting Element for Drill Bits
U.S.A.	5,641,921	June 24, 1997	Mahlon D. Dennis; Barton Hampshire	Low Temperature, Low Pressure, Ductile, Bonded Cermet For Enhanced Abrasion and Erosion Performance
U.S.A.	5,647,449(1)	July 15, 1997	Mahlon D. Dennis	Crowned Surface with PDC Layer
U.S.A.	5,709,279	January 20, 1998	Mahlon D. Dennis	Drill Bit Insert With Sinusoidal Interface
U.S.A.	5,816,347(1)	October 6, 1998	Mahlon D. Dennis; Eric Twardowski	PDC Clad Drill Bit Insert
U.S.A.	5,848,348(2)	December 8, 1998	Mahlon D. Dennis	Method for Fabrication and Sintering Composite Inserts
U.S.A.	6,004,505(2)	December 21, 1999	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	Process and Apparatus for the Preparation of Particulate or Solid Parts

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	6,011,248(2)	January 4, 2000	Mahlon D. Dennis	Method for Fabrication and Sintering Composite Inserts
U.S.A.	6,063,333(2)	May 16, 2000	Mahlon D. Dennis	Method and Apparatus for Fabrication of Cobalt Alloy Composite Inserts
U.S.A.	6,066,290(2)	May 23, 2000	Rustum Roy; Dinesh Agrawal; Mahlon Dennis; Paul D. Gigil	Method and Apparatus for Transporting Green Work Pieces Through a Microwave Sintering System
U.S.A.	6,126,895(2)	October 3, 2000	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	Process and Apparatus for the Preparation of Particulate or Solid Parts
U.S.A.	6,213,931	April 10, 2001	Eric Twardowski; Gordon Collier	Stump Grinding Tooth
U.S.A.	6,315,066	November 13, 2001	Mahlon D. Dennis	Microwave Sintered Tungsten Carbide Insert Featuring Thermally Stable Diamond or Grit Diamond Reinforcement
U.S.A.	6,500,226	December 21, 2002	Mahlon D. Dennis	Method and Apparatus for Fabrication of Cobalt Alloy Composite Inserts
U.S.A.	7,712,549	May 11, 2010	Mahlon D. Dennis; Thomas M. Dennis; Eric Twardowski	Drilling Tool

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	8,602,133(2)	December 10, 2013	Mahlon D. Dennis	Tool with Welded Cemented Metal Carbide Inserts Welded to Steel and/or Cemented Metal Carbide
Germany	69732856.2(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
France	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
United Kingdom	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
Ireland	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
Italy	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts

Notes:

1. The patent has expired.
2. The patent may be jointly-owned with Penn State or entirely owned by Penn State; however, certain exclusive rights are licensed back to Dennis Tool Company under the License Agreement dated April 9, 1997 between Bridgetech Corporation and The Penn State Research Foundation.
3. Dennis Tool Company has non-exclusive rights to this patent in exchange for paying the ongoing maintenance fees.

**LOGAN OIL TOOLS, INC.**

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	6,425,615	July 30, 2002	George W. Mullane Jr.	Overshot Tool
U.S.A.	7,347,287	March 25, 2008	Roger Chancey	Hydraulic Timing Device

**SCOPE PRODUCTION DEVELOPMENTS LTD.**

<u>Country</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	6,915,846	July 12, 2005	Kent Carriere	Production Tubing Joint
U.S.A.	7,931,078	April 26, 2011	Bart Toporowski; Perry Bateman; Dale Hockley	Stuffing Box

Pending Patent Applications

**DENNIS TOOL COMPANY**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
EP	13738038.2	August 13, 2014	Mahlon D. Dennis; Thomas M. Dennis; Richard W. Lewis	Carbide Wear Surface and Method of Manufacture
U.S.A.	13/351,300	January 17, 2012	Mahlon D. Dennis; Thomas M. Dennis; Richard W. Lewis	Carbide Wear Surface and Method of Manufacture

**LOGAN COMPLETION SYSTEMS INC.**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	12/579,358	October 14, 2009	Don Turner; Steve Winkler	Method and Apparatus for Use in Selectively Fracing a Well

**LOGAN OIL TOOLS, INC.**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	11/241,039	September 30, 2005	Roger Chancey	Jar device

**ITEM B – TRADEMARK COLLATERAL**

**U.S. Trademarks and Trademark Applications**

**DENNIS TOOL COMPANY**

Unregistered Trademark:



**KLINE OILFIELD EQUIPMENT, INC.**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Record Owner</u>
U.S.A.	See below.	November 14, 2006	3170721	Kline Tool Company, Inc.



**LOGAN COMPLETION SYSTEMS INC.**

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Record Owner</u>
U.S.A.	MULTISTIM	May 11, 2011	85318436	Logan Completion Systems Inc.
U.S.A.	MULTISTIM	May 11, 2011	85318428	Logan Completion Systems Inc.