

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antelope Oil Tool & Mfg. Co., LLC		01/08/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo, National Association		
Street Address:	1000 Louisiana		
Internal Address:	9th Floor, MAC T5002-090		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86682537	ANTELOPE	
Serial Number:	86693053	ANTELOPE	
Serial Number:	86294907	CENTRAMAX	
Serial Number:	86630329	FGMAX	
Serial Number:	86630317	FLOW-GUARD MAX	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	daltmuspto@bakermckenzie.com		
Correspondent Name:	Justin P. Welch		
Address Line 1:	2001 Ross Avenue		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50150316		
NAME OF SUBMITTER:	Justin P. Welch		
SIGNATURE:	/justin p. welch/		
DATE SIGNED:	01/14/2016		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(U.S. Borrower)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of January 2016, by and among ANTELOPE OIL TOOL & MFG. CO., LLC, a Delaware limited liability company ("Grantor"), whose address is 912 Hood Road, Mineral Wells, Texas 76067 and whose taxpayer identification number is 90-0990694 and whose organizational number issued by its jurisdiction of organization is 5345246, and WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 1000 Louisiana, 9th Floor, MAC T5002-090, Houston, Texas 77002, in its capacity as Collateral Agent (in such capacity, the "Secured Party") under that certain Collateral Agency Agreement (the "Collateral Agency Agreement"), dated as of April 1, 2014, executed by and among Secured Party, Grantor, ANTELOPE OIL TOOL CANADA, INC., a corporation incorporated under the Business Corporations Act of the Province of British Columbia (the "Canadian Borrower"), Wells Fargo Bank, National Association, as Administrative Agent (the "U.S. Administrative Agent") under the U.S. Credit Agreement (hereinafter defined), and Wells Fargo Bank, N.A., Canadian Branch, as Administrative Agent (the "Canadian Administrative Agent") under the Canadian Credit Agreement (hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2014 (as amended, modified, extended, renewed or replaced from time to time, the "U.S. Credit Agreement"), among Grantor, certain lenders therein named (collectively, the "U.S. Lenders") and the U.S. Administrative Agent, the U.S. Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2014 (as amended, modified, extended, renewed or replaced from time to time, the "Canadian Credit Agreement" and, together with the U.S. Credit Agreement, the "Credit Agreements"), among the Canadian Borrower, certain lenders therein named (collectively, the "Canadian Lenders" and, together with the U.S. Lenders, herein collectively called the "Lenders") and the Canadian Administrative Agent, the Canadian Lenders have agreed to make loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has previously executed and delivered that certain Security Agreement, dated as of April 1, 2014 (as amended, supplemented or restated from time to time, the "Security Agreement") to Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of each of (i) the Fifth Amendment to the U.S. Credit Agreement, dated as of the date hereof, among Grantor, the U.S. Lenders and the U.S. Administrative Agent and (ii) the Fourth Amendment to the Canadian Credit Agreement, dated as of the date hereof, among the Canadian Borrower, the Canadian Lenders and the Canadian Administrative Agent, and the obligations of the Lenders to make their respective loans and to issue letters of credit, if applicable, under the Credit Agreements that Grantor shall, in addition to the Security Agreement, executed and delivered this Trademark Security Agreement to Secured Party for the ratable benefit of the Creditors; and

WHEREAS, Grantor will receive direct or indirect benefits from the execution of, and performance of obligations under, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Any capitalized term used in this Trademark Security Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Security Agreement. All principles of construction set forth in Article I of the Credit Agreements are incorporated herein by reference for all purposes.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the ratable benefit of the Creditors, to secure the prompt and unconditional payment of the Debt, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and any licenses related thereto (“Trademark Licenses”) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the New York Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. **SECURITY FOR DEBT.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Debt, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Debt and would be owed by Grantor to the Creditors, whether or not they are unenforceable or not allowable under any applicable bankruptcy, receivership or insolvency laws, or for any other reason.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the ratable benefit of the Creditors, pursuant to the Security Agreement, and is subject to the terms thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

7. LIMITATION OF LIABILITY. Secured Party enters into this Trademark Security Agreement, and assumes all liabilities and acquires all rights that it assumes or acquires by virtue of its entry into this Trademark Security Agreement, solely in its capacity as Secured Party hereunder and subject in all respects to the limitations on the liability of the Collateral Agent as provided in the Collateral Agency Agreement and under the laws of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANTELOPE OIL TOOL & MFG. CO., LLC, a
Delaware limited liability company

By: William Kelley
Name: William Kelley
Title: Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page—Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANTELOPE OIL TOOL & MFG. CO., LLC, a
Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent



By:  _____
Name: Michael A. Tribolet
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Antelope Oil Tool & Mfg. Co., LLC	United States	ANTELOPE & Design 	AN: 86682537	AD: 02-Jul-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	ANTELOPE & Design 	AN: 86693053	AD: 14-Jul-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	CENTRAMAX	AN: 86294907 RN: 4729167	AD: 29-May-2014 RD: 28-Apr-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	FGMAX	AN: 86630329	AD: 14-May-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	FLOW-GUARD MAX	AN: 86630317	AD: 14-May-2015

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.