### 900356754 03/08/2016

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM376007

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900355843
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mobile Data Technologies Ltd.		12/31/2015	Corporation: ALBERTA

### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	700 Louisiana St.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4408686	MOBILEDAS
Registration Number:	4310767	MOBILEDRS
Registration Number:	4255936	MOBILEPTS

### **CORRESPONDENCE DATA**

Fax Number: 7147558290

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: 714-540-1235 Email: ipdocket@lw.com Latham & Watkins LLP **Correspondent Name:** 

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0124
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	03/08/2016

**Total Attachments: 4** 

**TRADEMARK REEL: 005745 FRAME: 0706** 

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TRADEMARK REEL: 005745 FRAME: 0707

# 900355843 02/29/2016 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM375001

SUBMISSION TYPE:		NEW ASSIGNMENT	<b>5</b>		<u> </u>
NATURE OF CONVEYANCE:	€CE:	Trademark Security Agreement	Agreament		
SEQUENCE:		<b>3</b> pre-			
CONVEYING PARTY DATA	ata				
Name		Formerly	Execution Date	Entity Type	
Mebile Data Technologies Ltd	s Ltd.		12/31/2015	CORPORATION: CANADA	<del>  </del>
RECEIVING PARTY DATA	TA	***************************************	***************************************		T
Name:	Barrik of An	Bank of America, N.A., as Administrative Agent	strative Agent		******
Street Address:	700 Louisiana St	ana St.			
City	Houston	***************************************			•••••
State/Country:	TEXAS				•••••
Postal Code:	77002	***************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		*****
Entity Type:	National A	National Association: UNITED STATES	ATES		•••••
PROPERTY NUMBERS Total: 3	Total: 3				*******
Property Type	Number	oer -	Word Mark	Mark	
Registration Number:	4408686	MOBILEDAS	***************************************		
Registration Number:	4310767	MOBILEDRS			;
Registration Number:	4255936	MOBILEPTS			98
CORRESPONDENCE DATA	ATA				
Fax Number:	714	7147558290			
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.	e sent to the provided; if	e e-mail address first, that is unsuccessful,	if that is unsucces it will be sent via U	sful, it will be sent S Mail,	)'06
Phone:	712	714-540-1235			
Email:	ĎĠ.	pdocket@lw.com			0
Correspondent Name:	Lat	Latham & Watkins LLP			•••••
Address Line 1:	950	650 Town Center Drive, Suite 2000	uite 2000		*****
Address Line 4:	Š	Costa Mesa, CALIFORNIA 92526	4 92626		******
ATTORNEY DOCKET NUMBER:	MBER:	049133-0124	***************************************	***************************************	1
NAME OF SUBMITTER:		Anna T Kwan			
SIGNATURE:		/atk/			
DATE SIGNED:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	02/29/2016	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	· · · · · · · · · · · · · · · · · · ·	!
Total Attachments: 3	Tachandan	ios itottosos 18			
SOUTH ON - MICHAEL CAR	Sommon :	as cumpated in			

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 31, 2015 (this "Agreement"), is between MOBILE DATA TECHNOLOGIES LTD., an Alberta corporation (the "Debtor"), and BANK OF AMERICA, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the holders of the Secured Obligations (as defined below).

WHEREAS, pursuant to the Credit Agreement dated as of March 24, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among, inter alia, C&J ENERGY SERVICES LTD., a Bermuda exempted company, CJ HOLDING CO., a Delaware corporation, and CJ LUX HOLDINGS S.À R.L., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 15 rue Edward Steichen, L-2540 Luxembourg, having a share capital of \$2,000,000 and registered with the Luxembourg Register of Commerce and Companies under number B190.857, as borrowers, the guarantors from time to time party thereto, the lenders from time to time party thereto, and Bank of America, N.A., as administrative agent (in such capacity and together with any successors in such capacity, the "Administrative Agent"), at its office at Bank of America Center, 700 Louisiana St., Houston, Texas 77002-2700, the Debtor, pursuant to that certain Canadian Security Agreement dated as of December 31, 2015, between the Debtor and the Administrative Agent (the "Security Agreement"), has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business connected with the use of or symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all extensions or renewals thereof, all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and all other rights accruing thereunder or pertaining thereto throughout the world, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations; but for the avoidance of doubt, the Collateral does not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; and

WHEREAS, pursuant to the Security Agreement, Debtor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the holders of the Secured Obligations with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms the grant under the Trademark Security Agreement to the Administrative Agent, for the benefit of the holders of the Secured Obligations, of a security interest in and to the Trademarks listed under Schedule A.

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IN WITNESS WHEREOF, the Debtor has duly executed this Confirmation as of the day and year first above written.

MOBILE-DATA TECHNOLOGIES LTD.

Name<sup>\*</sup>

Title:

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# SCHEDULE A

### U.S. Trademarks

Application Number	Filing Date	Registration Number	Registration Date	Trademark Name
86/502,8221	14/01/2015	N/A	N/A	MDT Mobile Data Technologies & Design
86/572,561 <sup>2</sup>	23/03/2015	N/A	N/A	Oil Drop & Design
85/148,436	08/10/2010	4408636	24/09/2013	MobileDAS
85/148,420	08/10/2010	4310767	26/03/2013	MobileDRS
85/148,404	08/10/2010	4255936	11/12/2012	MobilePTS

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**RECORDED: 02/29/2016** 

<sup>&</sup>lt;sup>1</sup> Intent to Use

<sup>&</sup>lt;sup>2</sup> Intent to Use