

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penny Technologies S.a.r.l.		12/31/2015	Private Limited Liability Company: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3347157	C J	
Registration Number:	4375365	CJ C&J ENERGY SERVICES	
Registration Number:	4375366	CJ	
Registration Number:	4371541		
Registration Number:	4371542	BRT	
Registration Number:	4371543	BLUE RIBBON TECHNOLOGY	
Registration Number:	4604703	CASEDHOLE SOLUTIONS	
Registration Number:	4719837	GAMMAFRAC	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
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		

OP \$215.00 3347157

SIGNATURE:	/atk/
DATE SIGNED:	03/08/2016
Total Attachments: 4 source=TSA - Penny Technologies#page1.tif source=TSA - Penny Technologies#page2.tif source=TSA - Penny Technologies#page3.tif source=TSA - Penny Technologies#page4.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Penny Technologies 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 and registered with the Luxembourg Register of Commerce and Companies under number B202461 (herein referred to as the “Debtor”), has adopted, used and is using the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in or the subject of applications for registration in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, C&J ENERGY SERVICES LTD., a Bermuda exempted company (the “Parent”), CJ HOLDING CO., a Delaware corporation (the “U.S. Borrower”), 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 and registered with the Luxembourg Register of Commerce and Companies under number B190.857 (the “Luxembourg Borrower” and, together with the Parent and the U.S. Borrower, the “Borrowers”), have entered into a Credit Agreement, dated as of March 24, 2015 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) with the financial institutions from time to time party thereto (the “Lenders”), and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the “Administrative Agent”);

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Debtor, and certain other Persons have entered into a Security Agreement (as amended or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, pursuant to which the Debtor 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 Supplement, 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, receipt of which is hereby acknowledged, the Debtor does hereby further grant to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is One Bryant Park, New York, New York 10036.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Penny Technologies S.à r.l. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of December 31, 2015.

PENNY TECHNOLOGIES S.À R.L.

By: 

Name: Danielle E. Foley

Title: Type A Manager

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Jurisdiction	App. Number	Reg. Number	Mark Name
US	77118923	3347157	C J (stylized)
US	85782329	4375365	C, J, C&J Energy Services & Globe Design
US	85782332	4375366	CJ & Globe Design
US	85782979	4371541	Horse Head & Design
US	85782984	4371542	Horse Head BRT & Design
US	85782991	4371543	Horse Head Blue Ribbon Technology & Design
US	86161831	4604703	Casedhole Solutions
US	86379208	4719837	Gammafrac

10734962