

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Data Technologies Ltd.		07/29/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Administrative Agent		
Street Address:	225 W. Washington St., 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4952439	MDT MOBILE DATA TECHNOLOGIES	
Registration Number:	5004342		
Registration Number:	4255936	MOBILEPTS	
Registration Number:	4310767	MOBILEDRS	
Registration Number:	4408686	MOBILEDAS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164837		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	08/12/2016		

OP \$140.00 4952439

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

July 29, 2016

WHEREAS, MOBILE DATA TECHNOLOGIES LTD., an Alberta corporation (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”, and together with the Parent, the “Borrowers”), have entered into a DIP Credit Agreement, dated as of July 29, 2016 (as amended, restated or otherwise modified from time to time, the “DIP Credit Agreement”) with the financial institutions from time to time party thereto (the “Lenders”), and Cortland Capital Market Services LLC, in its capacity as administrative agent (in such capacity, the “Administrative Agent”);

WHEREAS, in connection with the DIP Credit Agreement, the Debtor, pursuant to that certain Canadian Security Agreement dated as of July 29, 2016, 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 or any other jurisdiction or any political subdivision thereof, all whether now or hereafter owned or licensed by Debtor, and all extensions or renewals thereof, and all income, fees, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for any past, present or future infringements, dilutions or other violations thereof, and all rights to sue or otherwise recover for any past, present and future infringements, dilutions or other violations thereof, and all other rights accruing under or pertaining to any of the foregoing throughout the world, and all Trademark Licenses (as defined in the Security Agreement) and all proceeds of any of the foregoing, including, without limitation, any claims by the Debtor against third parties for infringement or other violation thereof (collectively, 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 all of Debtor's right, title and interest in, to and under all of 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 225 W. Washington St., 21st Floor, Chicago, Illinois 60606.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first written above.

MOBILE DATA TECHNOLOGIES LTD.

By:



Name: Danielle Hunter

Title: Executive Vice President, General Counsel and
Chief Risk Officer

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

UNITED STATES TRADEMARKS

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner	Country
MDT Mobile Data Technologies & Design	86/502,822	01/14/2015	4952439	05/03/2016	Mobile Data Technologies Ltd.	US
Oil Drop & Design	86/572,561	03/23/2015	5004342	07/16/2016	Mobile Data Technologies Ltd.	US
MOBILEPTS	85/148,404	10/08/2010	4,255,936	12/11/2012	Mobile Data Technologies Ltd.	US
MOBILEDRS	85/148,420	10/08/2010	4,310,767	03/26/2013	Mobile Data Technologies Ltd.	US
MOBILEDAS	85/148,436	10/08/2010	4,408,686	09/24/2013	Mobile Data Technologies Ltd.	US