

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultrerra Drilling Technologies, L.P.		08/24/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78718335	U	
Serial Number:	78702475	ULTERRA	
Serial Number:	77957619	UTECHNOLOGY	
Serial Number:	86641092		
Serial Number:	86716683	COUNTERFORCE	
Serial Number:	77957637	UTECH	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1664		
NAME OF SUBMITTER:	Scott Kareff (014951-1664)		
SIGNATURE:	/kc for sk/		

CH \$165.00 78718335

DATE SIGNED:	08/24/2016
Total Attachments: 4 source=Trademark Assignment for Security for Ulterra Drilling Technologies, L.P#page1.tif source=Trademark Assignment for Security for Ulterra Drilling Technologies, L.P#page2.tif source=Trademark Assignment for Security for Ulterra Drilling Technologies, L.P#page3.tif source=Trademark Assignment for Security for Ulterra Drilling Technologies, L.P#page4.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 24, 2016, by Ulterra Drilling Technologies, L.P. ("Assignor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain US Pledge and Security Agreement, dated August 24, 2016 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

This Trademark Security Agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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ULTERRA DRILLING TECHNOLOGIES,
L.P.

By: UDT GP, LLC, its general partner

By: 
Name: Maria Mejia
Title: Vice President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States		78718335	09/22/2015	3535424	11/18/2008
United States	ULTERRA	78702475	08/29/2005	3747804	02/09/2010
United States	UTECHNOLOGY	77957619	03/12/2010	3841459	08/31/2010
United States	 Teal color mark	86641092	05/26/2015	pending	pending
United States	COUNTERFORCE	86716683	08/6/2015	4905182	02/23/2016
United States	UTECH	77957637	03/12/2010	3841460	8/31/2010