# CH \$90.00 31707

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM404307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/21/2016	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Dennis Tool Company
Street Address:	2020 Rankin Rd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77073
Entity Type:	Corporation: TEXAS
Name:	GJS Holding Company LLC
Street Address:	10603 W. Sam Houston Pkwy. N., Suite 200
City:	Houston
State/Country:	TEXAS
Postal Code:	77064
Entity Type:	Limited Liability Company: DELAWARE
Name:	Kline Oilfield Equipment, Inc.
Street Address:	8531 East 44th Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74145
Entity Type:	Corporation: OKLAHOMA
Name:	Logan Oil Tools, Inc.
Street Address:	11610 Cutten Rd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77066
Entity Type:	Corporation: TEXAS
Name:	Logan Completion Systems Inc.
Street Address:	10603 W. Sam Houston Pkwy. N., Suite 200
City:	Houston

TRADEMARK REEL: 005913 FRAME: 0439

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State/Country:	TEXAS	
Postal Code:	77064	
Entity Type:	Corporation: CANADA	
Name:	Scope Production Development Ltd.	
Street Address:	Box 1264, Reinhart Industrial Park	
City:	Lloydminster, Alberta	
State/Country:	CANADA	
Postal Code:	T9V 3B5	
Entity Type:	Corporation: CANADA	
Name:	Xtend Energy Services Inc.	
Street Address:	1 208 Stockton Avenue	
City:	Okotoks, Alberta	
State/Country:	CANADA	
Postal Code:	T1S 1B2	
Entity Type:	Corporation: CANADA	

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

Property Type	Number	Word Mark
Registration Number:	3170721	KLINE TOOLS OILFIELD SPECIALTIES
Serial Number:	85318436	MULTISTIM
Serial Number:	85318428	MULTISTIM

#### **CORRESPONDENCE DATA**

**Fax Number:** 7136155803

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: 7137581105

**Email:** iptldocket@velaw.com

Correspondent Name: W. Scott Brown

Address Line 1: 1001 Fannin Street, Suite 2500 Address Line 4: Houston, TEXAS 77002-6760

NAME OF SUBMITTER:	W. Scott Brown
SIGNATURE:	/wsb/
DATE SIGNED:	11/03/2016

#### **Total Attachments: 12**

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#### RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST (this "Release"), is made and effective as of October 21, 2016 and is granted by Wells Fargo Bank, National Association, a national banking association, located at 1000 Louisiana Street, 9th Floor, Houston, Texas 77002, as Collateral Agent (as defined in the Credit Agreement referred to below) for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Dennis Tool Company, a Texas corporation ("Dennis Tool"), GJS Holding Company LLC, a Delaware limited liability company ("GJS"), Kline Oilfield Equipment, Inc., an Oklahoma corporation ("Kline"), Logan Oil Tools, Inc., a Texas corporation ("Logan Tools"), Logan Completion Systems Inc., a corporation organized under the laws of Alberta, Canada ("Logan Completion"), Scope Production Developments Ltd., a corporation organized under the laws of Alberta, Canada ("Scope"), and Xtend Energy Services Inc., a corporation organized under the laws of Alberta, Canada ("Xtend", and together with Dennis Tool, GJS, Kline, Logan Tools, Logan Completion, and Scope, collectively, the "Debtors").

WHEREAS, Logan Holdings, Inc., a Delaware corporation ("US Borrower"), and Logan International Inc., a corporation organized under the laws of Alberta, Canada ("Canadian Borrower", and together with the US Borrower, collectively, the "Borrowers"), each entered into a Credit Agreement dated as of March 1, 2012, among the Borrowers, lenders party thereto, Wells Fargo Bank, National Association, as US administrative agent, collateral agent, an issuing lender, and swingline lender, and HSBC Bank Canada, as Canadian administrative agent and an issuing lender (the "2012 Credit Agreement"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 23, 2014 by and among the Borrowers, the lenders party thereto, and the administrative agents, as amended and modified by (i) that certain Limited Waiver and Amendment No. 1 to Amended and Restated Credit Agreement dated as of September 30, 2015, (ii) that certain Omnibus Amendment and Waiver Agreement dated as of December 15, 2015 (the "Omnibus Amendment"), (iii) that certain Waiver Agreement and Amendment No. 3 to Amended and Restated Credit Agreement dated as of May 13, 2016, and (iv) that certain Forbearance Agreement and Amendment No. 4 to Amendment and Restated Credit Agreement dated as of October 6, 2016 (as so amended and modified, the "Credit Agreement," the defined terms of which are used herein unless otherwise defined herein);

WHEREAS, in connection with the 2012 Credit Agreement (i) Dennis Tool, GJS, Kline, Logan Tools, the other grantors party thereto, and the Collateral Agent entered into that certain Pledge and Security Agreement dated as of March 1, 2012 in favor of the Collateral Agent for the ratable benefit of the Secured Parties, as amended and restated, in connection with the Credit Agreement, by that certain Amended and Restated Pledge and Security Agreement dated as of December 23, 2014, as amended by the Omnibus Amendment (as so amended and modified, the "US Security Agreement") and (ii) Logan Completion, Scope, Xtend, the other grantors party thereto, and the Collateral Agent entered into that certain Canadian Security Agreement dated as of March 1, 2012 in favor of the Collateral Agent for the ratable benefit of the Secured Parties, as amended and modified, in connection with the Credit Agreement, by (A) that certain Confirmation

of Guaranty and Security dated as if December 23, 2014 and (B) the Omnibus Amendment (as so amended and modified, the "Canadian Security Agreement");

WHEREAS, in connection with the 2012 Credit Agreement, the Debtors executed and delivered to the Collateral Agent that certain US Patent and Trademark Security Agreement dated as of March 1, 2012, in favor of the Collateral Agent for the ratable benefit of the Secured Parties, filed with the US Patent and Trademark Office on April 25, 2012 at Reel 4764, Frame 0727; Reel 028108, Frame 0420; Reel 028108, Frame 0362; Reel 028108, Frame 0344; Reel 028108, Frame 0374; Reel 028108, Frame 0289; and Reel 028108, Frame 0332, as supplemented, in connection with the Credit Agreement, by that certain Supplement to US Patent and Trademark Security Agreement dated as of December 23, 2014, between Logan Tools and the Collateral Agent, filed with the US Patent and Trademark Office on January 15, 2015 at Reel 034769, Frame 0856, as amended and restated, in connection with the Omnibus Amendment, by that certain Amended and Restated US Patent and Trademark Security Agreement dated as of December 15, 2015, by the Debtors in favor of the Collateral Agent for the ratable benefit of the Secured Parties, filed with the US Patent and Trademark Office on December 18, 2015 at Reel 037323, Frame 0173 (as so amended and modified, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Debtors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in the Patent and Trademark Collateral (as defined below); and

WHEREAS, the Debtors have requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Patent and Trademark Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

- 1. <u>Definition</u>. The term "Patent and Trademark Collateral", as used herein, shall mean all of each Debtors' right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "<u>Patent and Trademark Collateral</u>"):
- (a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on <u>Schedule I</u> hereto, and (iii) all patent licenses, and other agreements providing any Debtor with the right to use any items of the type referred to in clauses (i) and (ii) above;

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- (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to any Debtor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and
- (c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Debtors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in <u>Schedule I</u> attached hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in <u>Schedule I</u> and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world.
- 2. <u>Release of Security Interest</u>. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Patent and Trademark Collateral, and all other right, title, and interest in and to the Patent and Trademark Collateral and reassigns to the Debtors any and all such right, title and interest that it may have in the Patent and Trademark Collateral.
- 3. <u>Further Assurances</u>. At the expense of the Debtors, the Collateral Agent agrees to execute, acknowledge, procure and deliver to the Debtors any and all further documents or instruments and do any and all further acts which the Debtors (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and the Debtors' (or their respective assignees') right, title and interest in and to the Patent and Trademark Collateral.
- 4. <u>Governing Law</u>. This Release shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

[Remainder of this page intentionally left blank. Signature pages follow.]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be duly executed by its officer duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

Name: Katherine Scalzo Title: Vice President

IN PRESENCE OF:

STATE OF TEXAS

**COUNTY OF HARRIS** 

Personally came before me this Manager day of Look, 2016, the above-named Katherine Scalzo, Vice President of Wells Fargo Bank, National Association, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said national banking association.

MAURIETTA RENEE POWELL
My Notary ID # 125692552
Expires June 22, 2020

Name: Mayrietta Benee Powell
Notary Public, State of Texas
My commission: 12120

Signature Page
Release of Patent and Trademark Security Agreement

## **SCHEDULE I**

# INTELLECTUAL PROPERTY COLLATERAL

# ITEM A - PATENT COLLATERAL

# **Issued Patents**

# **DENNIS TOOL COMPANY**

Country	Serial No.	Issue Date	Inventor(s)	<u>Title</u>
U.S.A.	5,342,129(1)	August 30, 1994	Thomas M. Dennis; Mahlon D. Dennis	Bearing Assembly With Sidewall- Brazed PCD Plugs
U.S.A.	5,379,854(1)	January 10, 1995	Thomas M. Dennis	Cutting Element for Drill Bits
U.S.A.	5,452,843(1)	September 26, 1995	Thomas M. Dennis	Method of Brazing a Composite Bit Using Direct Cooling Means
U.S.A.	5,456,329(1)	October 10, 1995	Thomas M. Dennis; Mark Hunt	Bifurcated Drill Bit Construction
U.S.A.	5,458,211(1)	October 17, 1995	Thomas M. Dennis; Mark Hunt	Spade Drill Bit Construction
U.S.A.	5,477,034(1)	December 19, 1995	Thomas M. Dennis	Method and Apparatus for Bonding PDC Blanks
U.S.A.	5,498,081(1)	March 12, 1996	Thomas M. Dennis; Mahlon D. Dennis	Bearing Assembly Incorporating Shield Ring Precluding Erosion
U.S.A.	5,499,688(1)	March 19, 1996	Mahlon D. Dennis	PDC Insert Featuring Side Spiral Wear Pads

Schedule I - Release of Patent and Trademark Security Agreement

Country	Serial No.	Issue Date	Inventor(s)	<u>Title</u>
U.S.A.	5,524,719	June 11, 1996	Mahlon D. Dennis	Internally Reinforced Polycrystalling Abrasive Insert
U.S.A.	5,544,713(1)	August 13, 1996	Mahlon D. Dennis	Cutting Element For Drill Bits
U.S.A.	5,566,779	October 22, 1996	Thomas M. Dennis	Insert For A Drill Bit Incorporating a PDC Layer Having Extended Side Portions
U.S.A.	5,620,382(1)(3)	April 15, 1997	Hyun S. Cho; Bong K. Lee; Yong I. Kim; Nam K. Jin; Kyoung R. Haun;	Diamond Golf Club Head
U.S.A.	5,630,479(1)	May 20, 1997	Mahlon D. Dennis	Cutting Element for Drill Bits
U.S.A.	5,641,921	June 24, 1997	Mahlon D. Dennis; Barton Hampshire	Low Temperature, Low Pressure, Ductile, Bonded Cermet For Enhanced Abrasion and Erosion Performance
U.S.A.	5,647,449(1)	July 15, 1997	Mahlon D. Dennis	Crowned Surface with PDC Layer
U.S.A.	5,709,279	January 20, 1998	Mahlon D. Dennis	Drill Bit Insert With Sinusoidal Interface
U.S.A.	5,816,347(1)	October 6, 1998	Mahlon D. Dennis; Eric Twardowski	PDC Clad Drill Bit Insert
U.S.A.	5,848,348(2)	December 8, 1998	Mahlon D. Dennis	Method for Fabrication and Sintering Composite Inserts

 $Schedule\ I-Release\ of\ Patent\ and\ Trademark\ Security\ Agreement$ 

Country	Serial No.	Issue Date	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	6,004,505(2)	December 21, 1999	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	Process and Apparatus for the Preparation of Particulate or Solid Parts
U.S.A.	6,011,248(2)	January 4, 2000	Mahlon D. Dennis	Method for Fabrication and Sintering Composite Inserts
U.S.A.	6,063,333(2)	May 16, 2000	Mahlon D. Dennis	Method and Apparatus for Fabrication of Cobalt Alloy Composite Inserts
U.S.A.	6,066,290(2)	May 23, 2000	Rustum Roy; Dinesh Agrawal; Mahlon Dennis; Paul D. Gigil	Method and Apparatus for Transporting Green Work Pieces Through a Microwave Sintering System
U.S.A.	6,126,895(2)	October 3, 2000	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	Process and Apparatus for the Preparation of Particulate or Solid Parts
U.S.A.	6,213,931	April 10, 2001	Eric Twardowski; Gordon Collier	Stump Grinding Tooth
U.S.A.	6,315,066	November 13, 2001	Mahlon D. Dennis	Microwave Sintered Tungsten Carbide Insert Featuring Thermally Stable Diamond or Grit Diamond Reinforcement
U.S.A.	6,500,226	December 21, 2002	Mahlon D. Dennis	Method and Apparatus for Fabrication of

 $Schedule\ I-Release\ of\ Patent\ and\ Trademark\ Security\ Agreement$ 

Country	Serial No.	Issue Date	Inventor(s)	<u>Title</u>
				Cobalt Alloy Composite Inserts
U.S.A.	7,712,549	May 11, 2010	Mahlon D. Dennis; Thomas M. Dennis; Eric Twardowski	Drilling Tool
U.S.A.	8,602,133(2)	December 10, 2013	Mahlon D. Dennis	Tool with Welded Cemented Metal Carbide Inserts Welded to Steel and/or Cemented Metal Carbide
Germany	69732856.2(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
France	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
United Kingdom	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
Ireland	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts
Italy	EP0949982(2)	March 23, 2005	Rustum Roy; Dinesh Agrawal; Jiping Cheng; Mahlon Dennis; Paul D. Gigil	An Improved Process and Apparatus for the Preparation of Particulate Parts

Notes:

Schedule I - Release of Patent and Trademark Security Agreement

- 1. The patent has expired.
- 2. The patent may be jointly-owned with Penn State or entirely owned by Penn State; however, certain exclusive rights are licensed back to Dennis Tool Company under the License Agreement dated April 9, 1997 between Bridgetech Corporation and The Penn State Research Foundation.
- 3. Dennis Tool Company has non-exclusive rights to this patent in exchange for paying the ongoing maintenance fees.

## LOGAN OIL TOOLS, INC.

Country	Serial No.	Issue Date	Inventor(s)	<u>Title</u>
U.S.A.	6,425,615	July 30, 2002	George W. Mullane Jr.	Overshot Tool
U.S.A.	7,347,287	March 25, 2008	Roger Chancey	Hydraulic Timing Device

#### SCOPE PRODUCTION DEVELOPMENTS LTD.

Country	Serial No.	Issue Date	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	6,915,846	July 12, 2005	Kent Carriere	Production Tubing Joint
U.S.A.	7,931,078	April 26, 2011	Bart Toporowski; Perry Bateman; Dale Hockley	Stuffing Box

# Pending Patent Applications

# **DENNIS TOOL COMPANY**

Country	Serial No.	Filing Date	<u>Inventor(s)</u>	<u>Title</u>
EP	13738038.2	August 13, 2014	Mahlon D. Dennis; Thomas M. Dennis; Richard W. Lewis	Carbide Wear Surface and Method of Manufacture
U.S.A.	13/351,300	January 17, 2012	Mahlon D. Dennis; Thomas M. Dennis; Richard W. Lewis	Carbide Wear Surface and Method of Manufacture

# LOGAN COMPLETION SYSTEMS INC.

Country	Serial No.	Filing Date	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	12/579,358	October 14, 2009	Don Turner; Steve Winkler	Method and Apparatus for Use in Selectively Fracing a Well

# LOGAN OIL TOOLS, INC.

Country	Serial No.	Filing Date	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	11/241,039	September 30, 2005	Roger Chancey	Jar device
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## ITEM B - TRADEMARK COLLATERAL

U.S. Trademarks and Trademark Applications

#### **DENNIS TOOL COMPANY**

Unregistered Trademark:



## KLINE OILFIELD EQUIPMENT, INC.

Jurisdiction	<u>Trademark</u>	Registration Date	Registration Number	Record Owner
U.S.A.	See below.	November 14,	3170721	Kline Tool Company,
		2006		Inc.



#### LOGAN COMPLETION SYSTEMS INC.

<u>Jurisdiction</u>	<u>Trademark</u>	Registration Date	Registration Number	Record Owner
U.S.A.	MULTISTIM	May 11, 2011	85318436	Logan Completion Systems Inc.
U.S.A.	MULTISTIM	May 11, 2011	85318428	Logan Completion Systems Inc.

Schedule I - Release of Patent and Trademark Security Agreement

TRADEMARK REEL: 005913 FRAME: 0453

**RECORDED: 11/03/2016**