

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antelope Oil Tool & Mfg. Co., LLC		10/31/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1000 Louisiana		
<b>Internal Address:</b>	9th Floor, MAC T5002-090		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86682537	ANTELOPE	
<b>Serial Number:</b>	86693053	ANTELOPE	
<b>Serial Number:</b>	86294907	CENTRAMAX	
<b>Serial Number:</b>	86630329	FGMAX	
<b>Serial Number:</b>	86630317	FLOW-GUARD MAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149783099		
<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>			
<b>Phone:</b>	2149783000		
<b>Email:</b>	dallastrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Denis V. Shamo		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	10072357-50263366		
<b>NAME OF SUBMITTER:</b>	Denis V. Shamo		
<b>SIGNATURE:</b>	/denis v. shamo/		

CH \$140.00 86682537

<b>DATE SIGNED:</b>	11/02/2016
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

(U.S. Borrower)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October 2016, by and between ANTELOPE OIL TOOL & MFG. CO., LLC, a Delaware limited liability company ("Grantor"), whose address is 912 Hood Road, Mineral Wells, Texas 76067 and whose taxpayer identification number is 90-0990694 and whose organizational number issued by its jurisdiction of organization is 5345246, and WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 1000 Louisiana, 9th Floor, MAC T5002-090, Houston, Texas 77002, in its capacity as Collateral Agent (in such capacity, the "Secured Party") under that certain Amended and Restated Collateral Agency Agreement (the "Collateral Agency Agreement"), dated as of the date hereof executed by and among Secured Party, Grantor, Antelope Oil Tool Canada, Inc., a corporation incorporated under the Business Corporations Act of the Province of British Columbia (the "Canadian Borrower"), Innovex Downhole Solutions, Inc., Team Oil Holdings, Inc., Wells Fargo Bank, National Association, as Administrative Agent (the "U.S. Administrative Agent") under the U.S. Credit Agreement (hereinafter defined), and Wells Fargo Bank, N.A., Canadian Branch, as Administrative Agent (the "Canadian Administrative Agent") under the Canadian Credit Agreement (hereinafter defined).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of October 31, 2016 (as amended, amended and restated, modified, extended, renewed or replaced from time to time, the "U.S. Credit Agreement"), among Grantor, Innovex Downhole Solutions, Inc., a Delaware corporation, Team Oil Holdings, Inc., a Texas corporation, certain lenders party thereto from time to time (collectively, the "U.S. Lenders") and the U.S. Administrative Agent, the U.S. Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of April 1, 2014 (as amended, amended and restated, modified, extended, renewed or replaced from time to time, the "Canadian Credit Agreement" and, together with the U.S. Credit Agreement, the "Credit Agreements"), among the Canadian Borrower, certain lenders party thereto from time to time (collectively, the "Canadian Lenders" and, together with the U.S. Lenders, herein collectively called the "Lenders") and the Canadian Administrative Agent, the Canadian Lenders have agreed to make loans upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, Grantor and certain affiliates of the Grantor have executed and delivered that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Security Agreement") to Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

**WHEREAS**, it is a condition precedent to the effectiveness of each of (i) the U.S. Credit Agreement and (ii) the Eighth Amendment to the Canadian Credit Agreement, dated as of the date hereof, among the Canadian Borrower, the Canadian Lenders and the Canadian Administrative Agent, and the obligations of the Lenders to make their respective loans and to issue letters of credit, if applicable, under the Credit Agreements that Grantor shall, in addition to the Security Agreement, have executed and delivered this Trademark Security Agreement to Secured Party for the ratable benefit of the Creditors; and

**WHEREAS**, Grantor will receive direct or indirect benefits from the execution of, and performance of obligations under, this Trademark Security Agreement.

**NOW, THEREFORE,** in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Any capitalized term used in this Trademark Security Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Security Agreement. All principles of construction set forth in Article I of the Credit Agreements are incorporated herein by reference for all purposes.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the ratable benefit of the Creditors, to secure the prompt and unconditional payment of the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any licenses related thereto ("Trademark Licenses") to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the New York Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Creditors, whether or not they are unenforceable or not allowable under any applicable bankruptcy, receivership or insolvency laws, or for any other reason.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the ratable benefit of the Creditors, pursuant to the Security Agreement, and is subject to the terms thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

7. LIMITATION OF LIABILITY. Secured Party enters into this Trademark Security Agreement, and assumes all liabilities and acquires all rights that it assumes or acquires by virtue of its entry into this Trademark Security Agreement, solely in its capacity as Secured Party hereunder and subject in all respects to the limitations on the liability of the Collateral Agent as provided in the Collateral Agency Agreement and under the laws of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANTELOPE OIL TOOL & MFG. CO., LLC, a  
Delaware limited liability company

By:                     Chris Ruffner                      
Name: Chris Ruffner  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_  
Name: Kevin Davidson  
Title: Vice President

[Signature Page—Trademark Security Agreement]

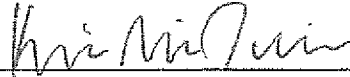
**TRADEMARK**  
**REEL: 005913 FRAME: 0983**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:** ANTELOPE OIL TOOL & MFG. CO., LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Chris Ruffner  
Title: Chief Financial Officer

**SECURED PARTY:** ACCEPTED AND ACKNOWLEDGED BY:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By:  \_\_\_\_\_  
Name: Kevin Davidson  
Title: Vice President

[Signature Page—Trademark Security Agreement]

**SCHEDULE I**

**to**

**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Antelope Oil Tool & Mfg. Co., LLC	United States	ANTELOPE & Design <b>ANTELOPE</b>	AN: 86682537	AD: 02-Jul-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	ANTELOPE & Design <b>ANTELOPE</b>	AN: 86693053	AD: 14-Jul-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	CENTRAMAX	AN: 86294907 RN: 4729167	AD: 29-May-2014 RD: 28-Apr-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	FGMAX	AN: 86630329	AD: 14-May-2015
Antelope Oil Tool & Mfg. Co., LLC	United States	FLOW-GUARD MAX	AN: 86630317	AD: 14-May-2015

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

Schedule I to  
Trademark Security Agreement