

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410210

<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>
Basic Energy Services, L.P.		12/23/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	214 N. Tryon Street, 27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3422810	BASIC	
<b>Registration Number:</b>	2702941	MAVTRACK	
<b>Registration Number:</b>	3465148	MAVERICK COIL TUBING SERVICES, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F167439		
<b>NAME OF SUBMITTER:</b>	Emily Ohannessian		
<b>SIGNATURE:</b>	/Emily Ohannessian/		
<b>DATE SIGNED:</b>	12/27/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

December 23, 2016

**WHEREAS**, Basic Energy Services, L.P. a limited partnership (herein referred to as the “**Debtor**”), having an address at 801 Cherry Street, Suite 2100, Fort Worth, TX 76102, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, 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 the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, Basic Energy Services, Inc., a Delaware corporation (the “**Borrower**”), has entered into the Amended and Restated Term Loan Credit Agreement dated as of December 23, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions from time to time party thereto (the “**Lenders**”), and U.S. Bank National Association, in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”); and

**WHEREAS**, in connection with the Credit Agreement, the Borrower, the Debtor, and certain other subsidiaries of the Borrower have entered into a Security Agreement dated as of December 23, 2016 (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 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 licensable by Debtor, and all reissues, extensions or renewals thereof, 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 of any of the foregoing (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;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of 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 214 N. Tryon Street, 27th Floor Charlotte, NC 28202.


*[Signature page follows.]*

**IN WITNESS WHEREOF**, Basic Energy Services, L.P. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first set forth above.

**BASIC ENERGY SERVICES, L.P.**

By: Basic Energy Services GP, LLC, its sole general partner

By: Basic Energy Services, Inc., its sole member

By:   
Name: Alan Krenek  
Title: Senior Vice President, Chief Financial Officer, Treasurer and Secretary

[Signature Page to Trademark Security Agreement Supplement]

Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By:

Name:

Title:

James A. Hanley  
Vice President

[Signature Page to Trademark Security Agreement Supplement]

**TRADEMARK**  
**REEL: 005954 FRAME: 0540**

**SCHEDULE 1-A**

**TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

1. Trademark: "Basic"  
Registered Date: May 06, 2008  
Reg. No. 3,422,810  
Company: Basic Energy Services, L.P.
  
2. Trademark: "MAVTRACK" and design  
Registered Date: April 1, 2003  
Reg. No. 2,702,941  
Company: Basic Energy Services, L.P.
  
3. Trademark: "MAVERICK COIL TUBING SERVICES, LLC" (and design)  
Registered Date: July 15, 2008  
Reg. No. 3,465,148  
Company: Basic Energy Services, L.P.