

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sidewinder Drilling LLC		02/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, N.A.		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4382271	SIDEWINDER DRILLING	
Registration Number:	4394750	CANEBRAKE	
Registration Number:	4370927	SIDEWINDER	
CORRESPONDENCE DATA			
Fax Number:	8602402834		
<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:	8602402834		
Email:	nicole.pappa@morganlewis.com		
Correspondent Name:	Nicole Pappa		
Address Line 1:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06037		
NAME OF SUBMITTER:	Nicole Pappa		
SIGNATURE:	//Nicole Pappa//		
DATE SIGNED:	02/22/2017		
Total Attachments: 10			
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**AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “**IP Security Agreement**”) dated as of February 15, 2017 is made by SIDEWINDER DRILLING LLC, a Delaware limited liability company (“**Grantor**”), in favor of WILMINGTON TRUST, N.A. as collateral agent (in such capacity, together with its successors and assigns, “**Collateral Agent**”) for itself and the other Secured Parties (as defined in the Note Purchase Agreement (as defined in the Security Agreement referred to below)).

WHEREAS, Sidewinder Drilling Inc., a Delaware corporation (“**SDI**”), entered into that certain Second Lien Intellectual Property Security Agreement, dated as of February 12, 2016 (as amended and in effect from time to time, the “**Original IP Security Agreement**”), by and between SDI and the Collateral Agent, pursuant to that certain Second Lien Security Agreement, dated as of February 12, 2016, by and between SDI and the Collateral Agent (as amended and in effect from time to time, the “**Original Security Agreement**”);

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of February 15, 2017, between SDI and the Grantor, SDI was merged with and into the Grantor, and the Grantor assumed all of the assets, obligations and liabilities of SDI, including those under the Original IP Security Agreement and the Original Security Agreement;

WHEREAS, the parties hereto have agreed, among other things, to amend and restate the Original Security Agreement in its entirety pursuant to that certain Amended and Restated Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have the meanings specified in the Security Agreement or if not defined therein, as defined in the Note Purchase Agreement), with the Collateral Agent;

WHEREAS, under the terms of the Security Agreement and the other Transaction Documents, Grantor has confirmed its grant to Collateral Agent, for the benefit of the Secured Parties, of a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to amend and restate the Original IP Security Agreement, pursuant to the terms of this IP Security Agreement, for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities; and

WHEREAS, Grantor and the Collateral Agent now wish to amend and restate the Original IP Security Agreement, for the benefit of the Secured Parties as herein provided, which shall supersede the Original IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) **“Copyrights”** means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) **“Copyright License”** means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) **“Patents”** shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) **“Patent License”** shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) **“Trademarks”** shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all

reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) **“Trademark License”** shall mean any written agreement granting any right to use any Trademark or Trademark registration now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security.** Grantor hereby (a) ratifies and affirms the grant made pursuant to the Original IP Security Agreement and (b) to the extent not covered in clause (a) grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (collectively, the **“Collateral”**):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts**. This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies**. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Transaction Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Collateral Agent with respect to the Collateral are more fully set forth in the Note Purchase Agreement, Security Agreement and the other Transaction Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law**. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

SECTION 8. **Intercreditor Agreement**.

(a) Notwithstanding anything herein to the contrary, the priority of the Collateral Agent's Liens and the exercise, after the occurrence and during the continuance of an Event of Default, of any right or remedy by the Collateral Agent or any Noteholder with respect to the Collateral hereunder or under any other Transaction Document are subject to the provisions of the Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Intercreditor Agreement and this Agreement with respect to (i) the priority of the Collateral Agent's Liens or (ii) the rights of the Secured Parties under this Agreement with respect to the Collateral, the terms of the Intercreditor Agreement shall govern and control.

(b) Any reference in this Agreement or any other Transaction Document to a "first priority lien" or words of similar effect in describing the Liens created hereunder or under any other Transaction Document shall be understood to refer to such priority as set forth in the Intercreditor Agreement. Nothing in this Section 8 shall be construed to provide that any Grantor is a third party beneficiary of the provisions of the Intercreditor Agreement or may assert any rights, defenses or claims on account of the Intercreditor Agreement or this Section 8 (other than as set forth in the last sentence hereof) and the Grantor (i) agrees that, except as expressly otherwise provided in the Intercreditor Agreement, nothing in the Intercreditor Agreement is intended or shall impair the obligation of the Grantor to pay the obligations under this Agreement or any other Transaction Document as and when the same become due and payable in accordance with their respective terms, or to affect the relative rights of the creditors of the Grantor, other than the Collateral Agent and the Noteholders as between themselves and (ii) if the Collateral Agent shall enforce its rights or remedies in violation of the terms of the Intercreditor Agreement, the Grantor shall not use such violation as a defense to any enforcement

of remedies otherwise to the extent such action is taken in accordance with the terms of this Agreement and the other Transaction Documents by the Collateral Agent or any Noteholder or assert such violation, to the extent taken in accordance with the terms of this Agreement, as a counterclaim or basis for set-off or recoupment against the Collateral Agent or any Noteholder and agrees to abide by the terms of this Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it. In furtherance of the foregoing, notwithstanding anything to the contrary set forth herein, prior to the payment in full of the Obligations, to the extent that the Grantor is required, to (x) give physical possession over any Collateral to the Collateral Agent under this Agreement, such requirement to give possession shall be satisfied if such Collateral is delivered to and held by the First Lien Collateral Agent pursuant to the Intercreditor Agreement and (y) take any other action with respect to the Collateral or any proceeds thereof, including delivery of such Collateral or proceeds thereof, such requirement shall be satisfied if such action is taken in favor of the First Lien Collateral Agent pursuant to the Intercreditor Agreement.

SECTION 9. **Collateral Agent.** In carrying out any of its duties and obligations under this IP Security Agreement, the Collateral Agent shall be entitled to receive all of the rights, benefits, protections, indemnities and immunities afforded to it under the Collateral Agency Agreement.

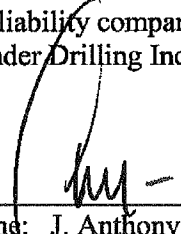
SECTION 10. **Amendment and Restatement.** This IP Security Agreement amends and restates in its entirety the Original IP Security Agreement as of the date hereof. As of the date hereof all the rights and obligations of the respective parties under the Original IP Security Agreement are subsumed within and governed by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SIDEWINDER DRILLING LLC, a Delaware limited liability company, successor by merger to Sidewinder Drilling Inc.

By: 
Name: J. Anthony Gallegos, Jr.
Title: President, Chief Financial Officer and
Corporate Secretary

WILMINGTON TRUST, N.A.,
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

[Sidewinder – Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 005995 FRAME: 0306

SCHEDULE A

PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	REGISTRATION NUMBER	DATE	JURISDICTION OF REGISTRATION
Sidewinder Drilling & design	4382271	Aug. 13, 2013	USA
Canebrake	4394750	Sept. 3, 2013	USA
Sidewinder	4370927	July 23, 2013	USA

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION
None.			

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