

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PIONEER INVESTMENT, INC.		05/04/2017	Corporation: DELAWARE
NCS MULTISTAGE HOLDINGS, INC.		05/04/2017	Corporation: DELAWARE
NCS MULTISTAGE, INC.		05/04/2017	Corporation: CANADA
PIONEER INTERMEDIATE, INC.		05/04/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1524 W WT HARRIS BLVD
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4266971	LEAVE NOTHING BEHIND
Registration Number:	4310801	MULTISTAGE UNLIMITED
Registration Number:	4718829	INSTAFRAC
Registration Number:	4040166	MONGOOSE FRAC
Serial Number:	87221417	GRIPSHIFT
Serial Number:	87143587	ANDERSON THOMPSON RESERVOIR STRATEGIES
Serial Number:	86943098	LEARN FROM EVERY FRAC
Serial Number:	86943058	BLUE ANCHOR SEAL
Serial Number:	86369834	NCS
Serial Number:	86292232	SPOTFRAC
Registration Number:	5080497	NCS MULTISTAGE
Serial Number:	86269154	FRACTUAL
Serial Number:	86776940	MULTICYCLE
Serial Number:	86770078	LIVESIM

OP \$540.00 4266971

Property Type	Number	Word Mark
Registration Number:	5061844	SHIFT FRAC CLOSE
Serial Number:	86369904	VECTOR-MAX
Serial Number:	86041178	AIRLOCK
Registration Number:	4995759	BALLSHIFT
Registration Number:	4975908	SIMPLESTART
Registration Number:	4865211	TRIDENT
Serial Number:	86369891	VECTOR-1

CORRESPONDENCE DATA

Fax Number: 8004043970
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: 7132211113
Email: docketing@bracewell.com
Correspondent Name: KENNI E. CALLAHAN, ESQ./ BRACEWELL LLP
Address Line 1: 711 LOUISIANA, SUITE 2300
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	KENNI E. CALLAHAN
SIGNATURE:	/KENNI CALLAHAN-event/
DATE SIGNED:	05/18/2017

Total Attachments: 11
source=DM-#5462633-v1-Executed_Amended_and_Restated_Patent_and_Trademark_Security_Agreement_-_AR_CA#
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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security Agreement dated as of May 4, 2017 (this “Patent and Trademark Security Agreement”) is made by and among each Domestic Subsidiary of the Parent (as defined below) party hereto (each a “Grantor” and, collectively, the “Grantors”), and Wells Fargo Bank, National Association, as US administrative agent (the “US Administrative Agent”) for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

Preliminary Statement

Pioneer Investment, Inc., a Delaware corporation (the “US Borrower”) is a party to that certain Credit Agreement, dated as of August 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”), among the US Borrower, Intermediate Parent (defined below), the lenders party thereto from time to time, Wells Fargo Bank, National Association, as the administrative agent (in such capacity, the “Existing Administrative Agent”), as an issuing lender, and as swing line lender, and HSBC Bank Canada, as an issuing lender.

In order to secure the obligations under the Existing Credit Agreement and the other Credit Documents (as defined in the Existing Credit Agreement), certain of the Grantors executed and delivered to the Existing Administrative Agent that certain (i) Pledge and Security Agreement, dated as of August 7, 2014 (as it has been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Security Agreement”), and (ii) Patent and Trademark Security Agreement, dated as of August 7, 2014 (as it has been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing PTSA”).

The parties to the Existing Credit Agreement have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement, dated as of May 4, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among NCS Multistage Holdings, Inc., a Delaware corporation (the “Parent”), the US Borrower, NCS Multistage, Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada (the “Canadian Borrower”; and together with the US Borrower, collectively, the “Borrowers”), Pioneer Intermediate, Inc., a Delaware corporation (“Intermediate Parent”), the lenders party thereto from time to time, (the “Lenders”), Wells Fargo Bank, National Association, as US Administrative Agent (in such capacity, the “US Administrative Agent”), issuing lender and swing line lender, and Wells Fargo Bank, National Association, Canadian Branch, as Canadian Administrative Agent (the “Canadian Administrative Agent” and together with the US Administrative Agent, collectively, the “Administrative Agents”).

It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor execute and deliver this Patent and Trademark Security Agreement in order to amend and restate the Existing PTSA.

It is in the best interests of each Grantor to execute this Patent and Trademark Security Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from (i) the transactions contemplated by the Credit Agreement, (ii) the Hedging Arrangements entered into by the Borrowers or any other Grantor with a Swap Counterparty, and (iii) the Banking Services provided by any Banking Services Provider to any Grantor, and each Grantor is willing to execute, deliver and perform its obligations under this Patent and Trademark Security Agreement to secure the Secured Obligations.

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications listed on Schedule I (annexed hereto and by this reference incorporated herein) unless otherwise noted on Schedule I.

Pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement dated as of May 4, 2017 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of the US Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the US Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (A) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Schedule I, and any patent applications in preparation for filing, (B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (A), (C) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (A) and (B) above, and (D) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.; and

(b) (A) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any office or agency of the United States of America or Canada, or any State or province thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), (B) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (C) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (A), and to the extent applicable clause (B), (D) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (A) and, to the extent applicable, clause (B), and (E) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

(c) all rights with respect to the foregoing, including the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit, which are owned or licensed by a Grantor.

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1 and other than to the extent set forth in this Section 1.2, the Excluded Collateral shall be excluded from the lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.3 This Patent and Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. This security interest is granted in conjunction with the security interests granted to the US Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.4 The Grantors authorize and request that the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any other applicable government officer record this Patent and Trademark Security Agreement.

Section 1.5 This Patent and Trademark Security Agreement is an amendment and restatement of the Existing PTSA and supersedes the Existing PTSA in its entirety; provided, however, that (i) the execution and delivery of this Patent and Trademark Security Agreement shall not effect a novation of the Existing PTSA but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Existing PTSA, and (ii) the Liens, security interests and other interests in the collateral as described in the Existing Security Agreement and the Existing PTSA (the "Original Collateral") granted under the Existing Security Agreement and the Existing PTSA are and shall remain legal, valid, binding and enforceable with regard to such Original Collateral. Each Grantor party to the Existing PTSA hereby acknowledges and confirms the continuing existence and effectiveness of such Liens, security interests and other interests in the Original Collateral granted under the Existing Security Agreement and Existing PTSA, and further agrees that the execution and delivery of this Patent and Trademark Security Agreement and the other Credit Documents shall not in any way release, diminish, impair, reduce or otherwise affect such Liens, security interests and other interests in the Original Collateral granted under the Existing Security Agreement or Existing PTSA.

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

IN WITNESS WHEREOF, the US Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

NCS MULTISTAGE, LLC

By: W. Bitter
Name: Wade Bitter
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as US Administrative Agent

By: _____

Name: Timothy Gebauer

Title: Director

Signature Page to

Amended and Restated Patent and Trademark Security Agreement

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TRADEMARK
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Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

Item A. Patent Collateral.

U.S. Patents and Patent Applications

None.

Canadian Patents and Patent Applications

None.

Item B - Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
US	NCS Multistage, LLC	LEAVE NOTHING BEHIND	Application 85489730 Registration 4266971	Application 12/7/2011 Registration 1/1/2013
US	NCS Multistage, LLC	MULTISTAGE UNLIMITED	Application 85489636 Registration 4310801	Application 12/7/2011 Registration 3/26/2013
US	NCS Multistage, LLC	INSTAFRAC	Application 86003869 Registration 4718829	Application 7/8/2013 Registration 4/14/2015
US	NCS Multistage, LLC	MONGOOSE FRAC	Application 77922511 Registration 4040166	Application 1/28/2010 Registration 10/18/2011
US	NCS Multistage, LLC	GRIPSHIFT	Application 87221417	Application 10/31/2016
US	NCS Multistage, LLC	ANDERSON THOMPSON RESERVOIR STRATEGIES	Application 87143587	Application 8/18/2016
US	NCS Multistage, LLC	LEARN FROM EVERY FRAC	Application 86943098	Application 3/16/2016
US	NCS Multistage, LLC	BLUE ANCHOR SEAL	Application 86943058	Application 3/16/2016
US	NCS Multistage, LLC	NCS	Application 86369834	Application 8/18/2014
US	NCS Multistage, LLC	SPOTFRAC	Application 86292232	Application 5/27/2014

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
US	NCS Multistage, LLC	NCS MULTISTAGE	Application 86775710 Registration 5080497	Application 10/1/2015 Registration 11/15/2016
US	NCS Multistage, LLC	FRACTUAL	Application 86269154	Application 5/1/2014
US	NCS Multistage, LLC	MULTICYCLE	Application 86776940	Application 10/2/2015
US	NCS Multistage, LLC	LIVESIM	Application 86770078	Application 9/28/2015
US	NCS Multistage, LLC	SHIFT FRAC CLOSE	Application 86528820 Registration 5061844	Application 2/9/2015 Registration 10/18/2016
US	NCS Multistage, LLC	VECTOR-MAX	Application 86369904	Application 8/18/2014
US	NCS Multistage, LLC	AIRLOCK	Application 86041178 Registration 4900077	Application 8/19/2013 Registration 2/16/2016
US	NCS Multistage, LLC	BALLSHIFT	Application 86369760 Registration 4995759	Application 8/18/2014 Registration 7/12/2016
US	NCS Multistage, LLC	SIMPLESTART	Application 86369865 Registration 4975908	Application 8/18/2014 Registration 6/14/2016
US	NCS Multistage, LLC	TRIDENT	Application 86037608 Registration 4865211	Applicatoin 8/14/2013 Registration 12/8/2015
US	NCS Multistage, LLC	VECTOR-1	Application 86369891	Application 8/18/2014

Schedule I to
Amended and Restated Patent and Trademark Security Agreement

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Canadian Trademarks and Trademark Applications

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
Canada	NCS Multistage, LLC	LEAVE NOTHING BEHIND	Application 1582646 Registration TMA878313	Application 6/18/2012 Registration 5/21/2014
Canada	NCS Multistage, LLC	MONGOOSE	Application 1582654 Registration TMA878301	Application 6/18/2012 Registration 5/21/2014
Canada	NCS Multistage, LLC	MULTISTAGE UNLIMITED	Application 1582645 Registration TMA878300	Application 6/18/2012 Registration 5/21/2014
Canada	NCS Multistage, LLC	AIRLOCK	Application 1619895 Registration TMA909701	Application 3/26/2013 Registration 7/28/2015
Canada	NCS Multistage, LLC	FRACTUAL	Application 1671694 Registration TMA908906	Application 4/7/2014 Registration 7/20/2015
Canada	NCS Multistage, LLC	SPOTFRAC	Application 1662995 Registration TMA901917	Application 2/7/2014 Registration 4/23/2015
Canada	NCS Multistage, LLC	TRIDENT	Application 1634862 Registration TMA908911	Application 7/11/2013 Registration 7/20/2015
Canada	NCS Multistage, LLC	INSTAFRAC	Application 1632884 Registration TMA888561	Application 6/26/2013 Registration 10/22/2014
Canada	NCS Multistage, LLC	NCS Multistage logo	Application 1708566 Registration TMA964433	Application 12/22/2014 Registration 3/2/2017

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
Canada	NCS Multistage, LLC	BALLSHIFT	Application 1685432 Registration TMA926850	Application 7/16/2014 Registration 1/22/2016
Canada	NCS Multistage, LLC	MULTICYCLE	Application 1732650 Registration TMA967078	Application 6/12/2015 Registration 3/29/2017
Canada	NCS Multistage, LLC	BLUE ANCHOR SEAL	Application 1756254 Registration TMA968873	Application 11/24/2015 Registration 4/21/2017
Canada	NCS Multistage, LLC	SHIFT FRAC CLOSE	Application 1714176 Registration TMA933227	Application 2/6/2015 Registration 4/1/2016
Canada	NCS Multistage, LLC	LIVESIM	Application 1747688 Registration TMA968872	Application 9/25/2015 Registration 4/21/2017
Canada	NCS Multistage, LLC	SIMPLESTART	Application 1685441 Registration TMA925914	Application 7/16/2014 Registration 1/13/2016
Canada	NCS Multistage, LLC	VECTOR-1	Application 1685471 <i>Registration pending</i>	Application 7/16/2014 <i>Registration pending</i>
Canada	NCS Multistage, LLC	NCS	Application 1685496 Registration TMA920897	Application 7/16/2014 Registration 11/20/2015
Canada	NCS Multistage, LLC	VECTOR-MAX	Application 1685464 <i>Registration pending</i>	Application 7/16/2014 <i>Registration pending</i>
Canada	NCS Multistage, LLC	LEARN FROM EVERY FRAC	Application 1764618 <i>Registration pending</i>	Application 1/22/2016 <i>Registration pending</i>

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
Canada	NCS Multistage, LLC	ANDERSON THOMPSON RESERVOIR STRATEGIES	Application 1780691 <i>Registration pending</i>	Application 5/4/2016 <i>Registration pending</i>
Canada	NCS Multistage, LLC	GRIPSHIFT	Application 1802928 <i>Registration pending</i>	Application 9/30/2016 <i>Registration pending</i>