

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark ABL Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLPOINTS OILFIELD SERVICES LLC		06/08/2017	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3859800	ALLPOINTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2583-N997		
<b>NAME OF SUBMITTER:</b>	Daniel Gold		
<b>SIGNATURE:</b>	/Daniel Gold/		
<b>DATE SIGNED:</b>	06/09/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SHORT FORM SECURITY AGREEMENT

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of June 8, 2017, (this “**Agreement**”), among ALLPOINTS OILFIELD SERVICES LLC, a Texas limited liability company (the “**Grantor**”) and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among AFG HOLDINGS, INC. (f/k/a FR AFG HOLDINGS, INC.), a Delaware corporation (“**Parent**”), AMERIFORGE GROUP INC., a Texas corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of June 8, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

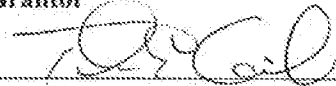
(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all Proceeds and products of the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

**ALLPOINTS OILFIELD SERVICES LLC,  
as the Grantor**

By:   
Name: Thomas E. Giles  
Title: Vice President and Secretary


[Allpoints Oilfield Services LLC – Trademark Security Agreement]

**TRADEMARK  
REEL: 006081 FRAME: 0454**

**DEUTSCHE BANK AG NEW YORK BRANCH, as**  
Collateral Agent

By:  \_\_\_\_\_

Name:  
Title: **PHILIP SALIBA  
DIRECTOR**

By:  \_\_\_\_\_

Name:  
Title: **Stephen R. Lapidus  
Director**

[Allpoints Oilfield Services LLC – Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<b>Mark</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Owner</b>
ALLPOINTS & DESIGN	Registered	77/940,597	3,859,800	Allpoints Oilfield Services LLC