

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM435212

<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>
Independence Contract Drilling, Inc.		07/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Finance LLC		
<b>Street Address:</b>	5420 LBJ Freeway, Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4746753	SHALE DRILLER	
<b>Registration Number:</b>	4955194	RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME	
<b>Registration Number:</b>	4722949	I INDEPENDENCE CONTRACT DRILLING	
<b>Registration Number:</b>	4715669	I	
<b>Registration Number:</b>	4712367	RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME	
<b>Registration Number:</b>	4722944	INDEPENDENCE CONTRACT DRILLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,angelique.waddell@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	07/14/2017		

OP \$165.00 4746753

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2017, by between INDEPENDENCE CONTRACT DRILLING, INC., a Delaware corporation, for itself and as Administrative Borrower ("Grantor"), in favor of CIT FINANCE LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties ("Agent").

### WITNESSETH:

WHEREAS, Grantor, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), which amended and restated in its entirety that certain Amended and Restated Credit Agreement, dated as of November 5, 2014 (the "Existing Credit Agreement"), which amended and restated in its entirety that certain Credit Agreement, dated May 10, 2013 (the "Original Credit Agreement");

WHEREAS, pursuant to the terms of Guarantee and Collateral Agreement, dated as of May 10, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor and the other Loan Parties have granted to Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor and the other Loan Parties;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Agent and the Secured Parties, 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.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment and performance of the Obligations of each Borrower and each other Loan Party, Grantor hereby grants to Agent, for the benefit of Agent and the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing first priority security interest in all of its and each Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all Trademarks and all Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

### 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

### 4. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

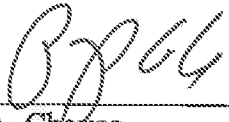

### 5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

INDEPENDENCE CONTRACT DRILLING, INC.,  
as a Grantor

By:   
Name: Philip A. Choyce  
Title: Senior Vice President & Chief Financial Officer  


Agreed and Accepted

CIT FINANCE LLC, as Agent

By 

Name: Stewart McLeod

Its: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

TRADEMARKS (with Application/Registration numbers, as applicable).

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Shale Driller	United States	4746753	June 2, 2015
Right Equipment, Right People, Right Time	United States	4955194	May 10, 2016
Independence Contract Drilling Logo	United States	4722949	April 21, 2015
Work Mark (I)	United States	4715669	April 7, 2015
Right Equipment, Right People, Right Time	United States	4712367	March 31, 2015
Independence Contract Drilling- Name	United States	4722944	April 21, 2015