

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS MULTISTAGE HOLDINGS, INC.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO, N.A.		
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: 4			
Property Type	Number	Word Mark	
Serial Number:	87477465	WST	
Registration Number:	4823092	NANO TRACER	
Registration Number:	4822973	OST	
Registration Number:	4822975	FFI	
CORRESPONDENCE DATA			
Fax Number:	8004043970		
<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:	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		
ATTORNEY DOCKET NUMBER:	088599.000095		
NAME OF SUBMITTER:	Kenni E. Callahan		
SIGNATURE:	/KENNI E. CALLAHAN, ESQ. - event/		
DATE SIGNED:	09/05/2017		
Total Attachments: 7			
source=DM-#5538414-v1-Executed_Supplement_No__1_to_A&R_Patent_and_Trademark_Security_Agreement#page1.			

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source=DM-#5538414-v1-Executed_Supplement_No__1_to_A&R_Patent_and_Trademark_Security_Agreement#page5.
source=DM-#5538414-v1-Executed_Supplement_No__1_to_A&R_Patent_and_Trademark_Security_Agreement#page6.
source=DM-#5538414-v1-Executed_Supplement_No__1_to_A&R_Patent_and_Trademark_Security_Agreement#page7.

**SUPPLEMENT NO. 1 TO AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Supplement No. 1 to Amended and Restated Patent and Trademark Security Agreement dated as of August 31, 2017 (this "**Supplement**") is made by and among the Domestic Subsidiary of the Parent (as defined below) party hereto (the "**Grantor**") and Wells Fargo Bank, National Association, as US administrative agent (in such capacity, 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

Reference is made to that certain (i) Amended and Restated Credit Agreement dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among NCS Multistage Holdings, Inc., a Delaware corporation (the "**Parent**"), Pioneer Investment, Inc., a Delaware corporation (the "**US Borrower**"), Pioneer Intermediate, Inc., a Delaware corporation ("**Intermediate Parent**"), NCS Multistage Inc., a corporation incorporated pursuant to the laws of the Province of Alberta, Canada, the lenders party thereto from time to time, the US Administrative Agent, as issuing lender and as the swing line lender and Wells Fargo Bank, National Association, Canadian Branch, as Canadian Administrative Agent, (ii) 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 in favor of the US Administrative Agent for the ratable benefit of the Secured Parties (as defined therein), (iii) Supplement No. 2 to the Amended and Restated Pledge and Security Agreement dated as of August 31, 2017 (the "**Supplement**") among the grantors party thereto (including each Grantor) and the US Administrative Agent for the ratable benefit of the Secured Parties and (iv) Amended and Restated Patent and Trademark Security Agreement dated as of May 4, 2017 among the grantors party thereto from time to time and the US Administrative Agent for the ratable benefit of the Secured Parties (as the same may be amended and in effect from time to time, the "**PTS Agreement**").

Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is party to the patent and trademark licenses listed on **Schedule I** annexed hereto and by this reference incorporated herein.

Pursuant to the Supplement and the Pledge and Security Agreement, Grantor has granted a security interest in the Collateral, including, without limitation, all right, title and interest of Grantor 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, 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 "**Additional Patent and Trademark Collateral**"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents and patent applications referred to in Schedule I hereto and any patent applications in preparation for filing, (ii) all

reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) 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) (i) (A) 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, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I hereto, 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 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 (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "**Trademarks**" and each, a "**Trademark**"), (ii) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (v) 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 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;

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1, the Excluded Collateral (as defined in the Pledge and Security Agreement) 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 Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by 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 an Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by Grantor from the sale, transfer or other disposition of any 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 Grantor hereby agrees that the schedules attached to the PTS Agreement are hereby supplemented by the corresponding schedules attached to this Supplement.

Section 1.4 Except as expressly supplemented hereby, the PTS Agreement shall remain in full force and effect.

Section 1.5 This Supplement has been executed and delivered by Grantor 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. Grantor hereby acknowledges and affirms that the rights and remedies of 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 and the PTS Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.6 Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Supplement.

Section 1.7 The address for Grantor and the US Administrative Agent is as follows:

Spectrum Tracer Services, LLC
c/o Pioneer Investment, Inc.
19450 State Highway 249, Suite 200
Houston, TX 77070

Wells Fargo Bank, National Association
US Administrative Agent
Attn: Michael G. Janak
1000 Louisiana Street, 9th Floor
Houston, Texas 77002

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

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

GRANTORS:

SPECTRUM TRACER SERVICES, LLC

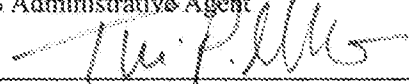
By: W. Bitter

Name: Wade Bitter

Title: Chief Accounting Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as US Administrative Agent

By: 
Name: Timothy P. Gebauer
Title: Director

SCHEDULES:

Schedule I

Item A – Patent Collateral
Item B - Trademark Collateral

Schedule I

Item A – Patent Collateral

CANADIAN PATENTS

Title	Application Number	Application Date	Patent Number	Registration Date	Owner
METHOD AND COMPOSITION FOR HYDRAULIC FRACTURING AND FOR TRACING PETROLEUM PRODUCTION	CA2929773	11-3-2014	CA2929773	5-14-2015	Spectrum Tracer Services, LLC

UNITED STATES PATENTS

Title	Application Number	Application Date	Patent Number	Registration Date	Owner
METHOD USING HALOGENATED BENZOIC ACID ESTERS AND ALDEHYDES FOR HYDRAULIC FRACTURING AND FOR TRACING PETROLEUM PRODUCTION	14/072556	11-5-2013	9594070	3-14-2017	Spectrum Tracer Services, LLC

Item B - Trademark Collateral

CANADIAN TRADEMARKS

Title	Application Number	Application Date	Registration Number	Registration Date	Owner
NANO TRACER	1694579	9-19-2014	TMA971839	5-26-2017	Spectrum Tracer Services, LLC
NANO STAGED TRACER	1694580	9-19-2014	TMA971822	5-26-2017	Spectrum Tracer Services, LLC
FFI	1684500	7-9-2014	TMA971047	5-16-2017	Spectrum Tracer Services, LLC
OST	1684501	7-9-2014	TMA971028	5-16-2017	Spectrum Tracer Services, LLC

UNITED STATES TRADEMARKS

Title	Application Number	Application Date	Registration Number	Registration Date	Owner
WST	87477465	6-6-2017			Spectrum Tracer Services, LLC
NANO TRACER	86259057	4-22-2014	4823092	9-29-2015	Spectrum Tracer Services, LLC
OST	86187783	2-7-2014	4822973	9-29-2015	Spectrum Tracer Services, LLC
FFI	86187869	2-7-2014	4822975	9-29-2015	Spectrum Tracer Services, LLC