

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYNAMIC OILFIELD SERVICES, L.L.C.		07/20/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Doing Business As:			
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4531552	DYNAMIC OILFIELD SERVICES	
Registration Number:	4438282	DYNAMIC OILFIELD SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	Three Bryant Park		
Address Line 2:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	397133-152138		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	07/31/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 20, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of GLAS TRUST CORPORATION LIMITED, as security agent (together with any successor security agent, the “Security Agent”) for the Secured Parties (as defined in the Security Agreement referred to below). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Senior Facilities Agreement, or as the context may require, the Security Agreement (each as defined below).

WHEREAS, BP INV3 HOLDCO LTD, a limited liability company incorporated in England and Wales with company number 10705035, as parent (“Parent”) together with the Grantor and certain other Subsidiaries of Parent from time to time party thereto as Obligor, the financial institutions from time to time party thereto as Lenders, GLOBAL LOAN AGENCY SERVICES, as Agent, and GLAS TRUST CORPORATION LIMITED as Security Agent for the Secured Parties (each as defined in the Security Agreement), among others, have entered into that certain Senior Facilities Agreement dated 19 April 2017 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Senior Facilities Agreement”).

WHEREAS, as a condition under the Senior Facilities Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of July 20, 2018 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, including, without limitation, those set forth in Schedule A hereto (the “Trademarks”);

(ii) 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 such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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

(iv) any and all 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 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN TORT OR OTHERWISE) BASED ON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE

GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE
OF NEW YORK.

IN WITNESS WHEREOF, each 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.

DYNAMIC OILFIELD SERVICES, L.L.C.

By 

Name: William Rouse

Title: President

ACKNOWLEDGED AND AGREED:

GLAS TRUST CORPORATION LIMITED, as
Security Agent on behalf of the Secured Parties

By: 

Name: Keith Miller

Title: *Authorized Signatory*

[IP Security Agreement]

TRADEMARK
REEL: 006398 FRAME: 0504

SCHEDULE A

Trademarks

Grantor	Application or Registration No.
Dynamic Oilfield Services, L.L.C.	4,531,552
Dynamic Oilfield Services, L.L.C.	4,438,282