

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Latshaw Drilling Company, LLC		08/31/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road, 4th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87531169	LATSHAW DRILLING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617-523-2700		
Email:	susan.dinicola@hlaw.com,cody.cravens@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	09/13/2018		
Total Attachments: 6			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2018 (this “Security Agreement”), is made by LATSHAW DRILLING COMPANY, LLC, a Texas limited liability company (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Grantor, Mustang Heavy Haul, LLC, a Delaware limited liability company (“Mustang”, and together with Grantor, each, a “Borrower”, and collectively, the “Borrowers”), Latshaw Drilling and Exploration Company, a Texas corporation (the “Parent Guarantor”), the lenders from time to time parties thereto, the issuing bank party thereto and the Administrative Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 31, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers, the Parent Guarantor and certain subsidiaries of the Borrowers have entered into the Guaranty and Security Agreement, dated as of October 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates and assigns to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of the Grantor’s right, title and interest in, to and under the following, in each case, whether now owned or hereafter acquired, and whether now existing or hereafter arising (the “Trademark Collateral”):

- (i) all Trademarks, and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The assignment made, and security interest granted, pursuant to this Security Agreement is made and granted in conjunction with the assignment made, and security interest granted, to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Administrative Agent or any other Secured Party, the Grantor further agrees that the Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action deemed by the Administrative Agent to be necessary or desirable in connection with, the rights of Grantor with respect to all Trademarks and Trademark Licenses.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Security Agreement may be executed by facsimile signature or other electronically transmitted signature and a facsimile signature or other electronically transmitted signature shall constitute an original for all purposes.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law).


SECTION 7. Miscellaneous. This Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and the other Secured Parties, the future holders of the Loans (as defined in the Credit Agreement), and their respective successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent and the Lenders. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.2 of the Credit Agreement. Any provision of this

Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity, illegality or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction. The Grantor hereby expressly waives notice of acceptance of this Security Agreement, acceptance on the part of the Administrative Agent and the other Secured Parties being conclusively presumed by their request for this Security Agreement and delivery of the same to the Administrative Agent.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer or other authorized signatory as of the date first set forth above.

LATSHAW DRILLING COMPANY, LLC

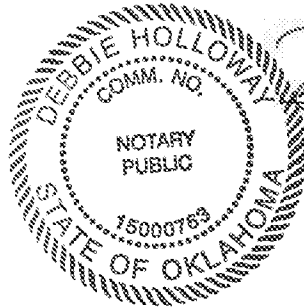
By: 
Trent B. Latshaw
President

ACKNOWLEDGMENT OF GRANTOR

State of Oklahoma)
) ss.
County of Tulsa)

On this 22 day of August, 2018 before me personally appeared Trent B. Latshaw, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Latshaw Drilling Company, LLC, who being by me duly sworn did depose and say that such person is an authorized officer or other authorized signatory of said company.

Notary Public


 

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:



Name: Brian O'Fallon

Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Class	Registration / Application No. and Date	Owner
Latshaw Drilling	037	87531169	Latshaw Drilling Company