

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Industries, LLC		10/02/2018	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	5555 San Felipe Street		
Internal Address:	Suite 870		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3972338	TAYLOR	
Registration Number:	1930914	TERE-STONE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street		
Address Line 2:	Suite 2500 (Vinson & Elkins LLP)		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	BAN180-13004		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	10/02/2018		
Total Attachments: 5			
source=Trademark Security Agreement - Taylor Industries LLC (Executed)#page1.tif			
source=Trademark Security Agreement - Taylor Industries LLC (Executed)#page2.tif			

OP \$65.00 3972338

source=Trademark Security Agreement - Taylor Industries LLC (Executed)#page3.tif
source=Trademark Security Agreement - Taylor Industries LLC (Executed)#page4.tif
source=Trademark Security Agreement - Taylor Industries LLC (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

October 2, 2018

WHEREAS, WHEREAS, Taylor Industries, LLC a limited liability company (herein referred to as the “**Debtor**”), whose address is 801 Cherry Street, Suite 2100, Fort Worth, TX 76102, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Basic Energy Services, Inc., a Delaware corporation (the “**Issuer**”), has entered into that certain Indenture dated as of the date hereof, among certain subsidiaries of the Issuer, as guarantors (collectively, with the Issuer, the “**Grantors**”) and UMB Bank, N.A. as indenture trustee and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”); and

WHEREAS, in connection with the Indenture (i) the Debtor, the other Grantors, UMB Bank, N.A., as indenture trustee and as collateral agent (the “**Collateral Agent**”) and certain other parties have entered into a Collateral Agency Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the “**Collateral Agency Agreement**”) and (ii) the Debtor, the other Grantors and the Collateral Agent have entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which, among other things, the Debtor has granted to the Collateral Agent, for the benefit of the holders of the Priority Lien Obligations (as defined in the Collateral Agency Agreement), a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any other jurisdiction or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Collateral Agency Agreement) and all proceeds of any of the foregoing, including, without limitation, any claims by the Debtor against third parties for infringement or other violation of any of the foregoing (collectively, the “**Collateral**”), to secure the payment, performance and observance of the Priority Lien Obligations; but for the avoidance of doubt, the Collateral does not include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein

would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Collateral Agent of a security interest in all of Debtor's right, title and interest in, to and under all of the Collateral to secure the prompt payment, performance and observance of the Priority Lien Obligations.

The Debtor does hereby further acknowledge and affirm that this Trademark Security Agreement Supplement is intended to supplement the Security Agreement and in the case of any conflict between the terms hereof and thereof, the terms of the Security Agreement shall control. The Debtor does hereby further acknowledge and affirm the rights and remedies of the Collateral Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, those provisions relating to governing law, submission to jurisdiction, waiver of jury trial, indemnification and expense reimbursement) are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is Corporate Trust Services, 5555 San Felipe Street, Suite 870 Houston, TX 77056.

[Signature page follows.]

IN WITNESS WHEREOF, Taylor Industries, LLC has duly executed or caused this Trademark Security Agreement Supplement to be duly executed as of the date first set forth above.

TAYLOR INDUSTRIES, LLC

By: 
Name: T. M. "Roe" Patterson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 006448 FRAME: 0162

Accepted and Agreed:

UMB BANK, N.A.
as Collateral Agent

By: 

Name: Shazia Flores

Title: Vice President

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 006448 FRAME: 0163

SCHEDULE 1-A

TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

1. Trademark: "Taylor" and design
Registered Date: June 7, 2011
Reg No. 3,972,338
Company: Taylor Industries, LLC

2. Trademark: "Tere-Stone"
Registered Date: October 31, 1995
Reg No. 1,930,914
Company: Taylor Industries, LLC