

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499440

| | | | |
|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cerberus Business Finance, LLC | | 11/26/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ulterra Drilling Technologies, L.P. | | |
| Street Address: | 201 Main St., Suite 1660 | | |
| City: | Fort Worth | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76102 | | |
| Entity Type: | Limited Partnership: TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3535424 | U | |
| Registration Number: | 3747804 | ULTERRA | |
| Registration Number: | 3841459 | UTECHNOLOGY | |
| Serial Number: | 86641092 | | |
| Registration Number: | 4905182 | COUNTERFORCE | |
| Registration Number: | 3841460 | UTECH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 101830 | | |
| NAME OF SUBMITTER: | Sonya Jackman | | |
| SIGNATURE: | /Sonya Jackman/ | | |

OP \$165.00 3535424

| | |
|---------------------|------------|
| DATE SIGNED: | 11/26/2018 |
|---------------------|------------|

Total Attachments: 7

- source=#91506344v1 - (Carat - IP Termination (TM))#page2.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page3.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page4.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page5.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page6.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page7.tif
- source=#91506344v1 - (Carat - IP Termination (TM))#page8.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

November 26, 2018

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 24, 2016 and attached hereto as Exhibit A (the "Agreement"), the Assignor party thereto (the "Releasee") created in favor of Cerberus Business Finance, LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, "Releasor"), as agent for such lending institutions as become Lenders under that certain Financing Agreement, dated as of August 24, 2016, as amended through the date hereof, a security interest in all of the Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on August 24, 2016, at Reel 5862, Frame 0347; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this "Release") to confirm the release, relinquishment and discharge of Releasor's security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

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

2. Release of Security Interest. Releasor hereby, on behalf of itself and the Secured Parties, (i) terminates, releases, relinquishes and discharges its and the Secured Parties' security interest in the Collateral, including without limitation, all of Releasee's right, title and interest in and to the Collateral listed on Schedule I to the Agreement, as well as any other lien or security interest Releasor or any Secured Party may have in the Collateral or any other collateral of Releasee under the Agreement, (ii) terminates the Agreement and (iii) hereby reassigns any and all such right, title and interest that the Releasor or any Secured Party may have in, to or under the Collateral, together with the goodwill of the business symbolized thereby, to each of the Assignor.

3. Authorization. Releasor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

CERBERUS BUSINESS FINANCE,
LLC

By: _____

Name: Daniel E Wolf

Title: CEO

EXHIBIT A

[see attached]

ASSIGNMENT FOR SECURITY - - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 24, 2016, by Ulterra Drilling Technologies, L.P. ("Assignor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain US Pledge and Security Agreement, dated August 24, 2016 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the payment, performance and observance of the Secured Obligations.

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

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement shall be construed under and governed by the laws of the State of New York, and 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]



ULTERRA DRILLING TECHNOLOGIES,
L.P.

By: UDT GP, LLC, its general partner

By: *Maria Mejia*
Name: Maria Mejia
Title: Vice President

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|--|------------------------|--------------------|-------------------------|--------------------------|
| United States |  | 78718335 | 09/22/2015 | 3535424 | 11/18/2008 |
| United States | ULTERRA | 78702475 | 08/29/2005 | 3747804 | 02/09/2010 |
| United States | UTECHNOLOGY | 77957619 | 03/12/2010 | 3841459 | 08/31/2010 |
| United States |  Teal color mark | 86641092 | 05/26/2015 | pending | pending |
| United States | COUNTERFORCE | 86716683 | 08/6/2015 | 4905182 | 02/23/2016 |
| United States | UTECH | 77957637 | 03/12/2010 | 3841460 | 8/31/2010 |