

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultrerra Drilling Technologies, L.P.		11/26/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	700 Lincoln St.		
Internal Address:	MAC - C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4905182	COUNTERFORCE	
Registration Number:	3535424	U	
Registration Number:	3747804	ULTERRA	
Registration Number:	5047811		
Registration Number:	3841459	UTECHNOLOGY	
Registration Number:	2939133	TORKBUSTER	
Serial Number:	87483053	XP	
Serial Number:	87768116	SPLITBLADE	
Serial Number:	87813534	AIRPDC	
Serial Number:	87802909	AIRRAID	
Serial Number:	88088749	NINJA	
Serial Number:	88088742	OMEGA	
Serial Number:	88088728	OMEGA	
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>			

OP \$340.00 4905182

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:	1018030
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NAME OF SUBMITTER:	Sonya Jackman
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	11/27/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 26, 2018, by Ulterra Drilling Technologies, L.P. (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Priority Lien Documents, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Collateral Agency Agreement and Junior Lien Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the security interests created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the

terms of the Collateral Agency Agreement and the Junior Lien Intercreditor Agreement (if then in effect). In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, the terms of the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

[Signature pages follow.]

Ultrerra Drilling Technologies, L.P., as Grantor

By: Maria M. Mejia

Name: Maria Mejia

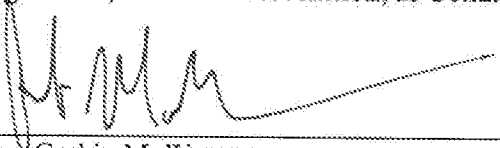
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006488 FRAME: 0899

Wells Fargo Bank, National Association, as Collateral
Agent



By:


Name: Corbin M. Womac
Title: Director


[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Applications

U.S. Trademarks

Country	Mark	Owner	Reg. No.	Reg. Date
United States	COUNTERFORCE	Ulterra Drilling Technologies, L.P.	4905182	2/23/2016
United States	U Design 	Ulterra Drilling Technologies, L.P.	3535424	11/18/2008
United States	ULTERRA	Ulterra Drilling Technologies, L.P.	3747804	2/9/2010
United States	Teal Drill Bit Design  <i>(Teal Color)</i>	Ulterra Drilling Technologies, L.P.	5047811	9/27/2016
United States	UTECHNOLOGY	Ulterra Drilling Technologies, L.P.	3841459	8/31/2010
United States	TORKBUSTER	Ulterra Drilling Technologies, L.P. (registered in the name of Ulterra, L.P.)	2939133	4/12/2005

U.S. Trademark Applications

Country	Mark	Owner	App. No.	Filing Date
United States	XP	Ultrerra Drilling Technologies, L.P.	87/483053	6/9/2017
United States	SPLITBLADE	Ultrerra Drilling Technologies, L.P.	87/768116	1/24/2018
United States	AIRPDC	Ultrerra Drilling Technologies, L.P.	87/813534	2/27/2018
United States	AIRRAID	Ultrerra Drilling Technologies, L.P.	87/802909	2/19/2018
United States	NINJA	Ultrerra Drilling Technologies, L.P.	88/088749	8/22/2018
United States	OMEGA	Ultrerra Drilling Technologies, L.P.	88/088742	8/22/2018
United States	OMEGA (Stylized) 	Ultrerra Drilling Technologies, L.P.	88/088728	8/22/2018