

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Well Services, LLC		01/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. NATIONAL BANK ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	214 N. TRYON STREET, 26TH FLOOR		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4992182	USWS U.S. WELL SERVICES	
Registration Number:	4550632	CLEAN FLEET	
Registration Number:	4988351	CLEAN FLEET	
Registration Number:	5207373	SAND SHIELD	
Registration Number:	5053592	FRACMD, MACHINE DIAGNOSTICS, MINIMIZING	
Registration Number:	5372680	LEAN 360 EFFICIENT SUCCESS, CONTINUOUS I	
Serial Number:	87170754	OPTI-FLEX	
Serial Number:	87947068	PSM360 PROCESS SAFETY MANAGEMENT	
Serial Number:	87947083	USAFEDRIVE	
Serial Number:	87947097	F ³ FUEL REDUCING FUEL COSTS FIELD GAS C	
Serial Number:	87889710	WHISPERFRAC REDUCING NOISE AND VIBRATION	
Serial Number:	88002488	AIM ADVANCED IRON MANAGEMENT	
Serial Number:	87947059	POWERPATH REMOTE ELECTRIC FRAC	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6000		
Email:	WHIPTrademark@wilmerhale.com		

QP \$340.00 4992182

Correspondent Name: Michael J. Bevilacqua, Esq.
Address Line 1: 60 State Street
Address Line 2: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 2211209-00123

NAME OF SUBMITTER: Michael J. Bevilacqua, Esq.

SIGNATURE: /Michael J. Bevilacqua/

DATE SIGNED: 01/08/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 7, 2019 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of U.S. National Bank Association, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to an Amended and Restated Guarantee and Collateral Agreement, dated as of February 2, 2017 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, capitalized 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

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges, assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that the Trademark Collateral shall not include any Excluded Assets:

- (i) any United States or foreign trademarks, service marks, trade names, corporate names, trade dress, logos, designs, brand names, slogans, domain names, fictitious business names other source or business identifiers, including, without limitation, the registrations, recordings and applications listed in Schedule A hereto, or any other registrations, recordings and applications in the USPTO or any similar offices in any State of the United States, any political subdivision thereof or any other country, and all reissues, extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor;

- (ii) all goodwill connected with the use thereof and symbolized thereby,

- (iii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;

- (iv) all rights corresponding to the foregoing throughout the world;

- (v) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the foregoing, including, without limitation, payments under all licenses entered into in connection with the foregoing; and

- (vi) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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, and acceptance by the USPTO, 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 cause such application to be invalidated, canceled, voided or abandoned.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Security Termination. Upon the occurrence of a Security Termination, the Administrative Agent, at the written request and expense of the Borrower, will promptly release, reassign and transfer the Trademark Collateral to the Grantors and declare this Trademark Security Agreement to be of no further force or effect subject to the first sentence of Section 10.09 of the Security Agreement.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

U.S. WELL SERVICES, LLC

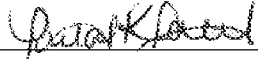
By: _____



Name: Kyle O'Neill

Title: Chief Financial Officer

U.S. NATIONAL BANK ASSOCIATION
as Administrative Agent

By: 
Name: Prital K Patel
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached]

Trademarks:

Number	Loan Party	Country	Mark	Registration No.
1	U.S. Well Services, LLC	US	USWS U.S. WELL SERVICES And Design	4992182
2	U.S. Well Services, LLC	US	CLEAN FLEET	4,550,632
3	U.S. Well Services, LLC	US	CLEAN FLEET And Design	4,988,351
4	U.S. Well Services, LLC	US	SAND SHIELD And Design	5,207,373
5	U.S. Well Services, LLC	US	FRAC MD And Design	5053592
6	U.S. Well Services, LLC	US	LEAN 360 And Design	5372680
7	U.S. Well Services, LLC	CA	CLEAN FLEET	964491
8	U.S. Well Services, LLC	CA	CLEAN FLEET And Design	967397
9	U.S. Well Services, LLC	CA	SAND SHIELD And Design	TMA999,058
10	U.S. Well Services, LLC	CA	FRAC MD And Design	TMA994,213
11	U.S. Well Services, LLC	CA	LEAN 360 And Design	TMA1,006,252

Trademark Applications:

Number	Loan Party	Country	Application No.	Mark
1	U.S. Well Services, LLC	US	87170,754	OPTI-FLEX
2	U.S. Well Services, LLC	US	87947,068	PSM360 PROCESS SAFETY MANAGEMENT & Design
3	U.S. Well Services, LLC	US	87947,083	USafeDrive & Design
4	U.S. Well Services, LLC	US	87947,097	F ³ Fuel Reducing Fuel Costs Field Gas CNG LNG & Design
5	U.S. Well Services, LLC	US	87889,710	WHISPERFRAC REDUCING NOISE AND VIBRATION
6	U.S. Well Services, LLC	US	88/002,488	AIM ADVANCED IRON MANAGEMENT & Design
7	U.S. Well Services, LLC	US	87947,059	POWERPATH REMOTE ELECTRIC FRAC & Design
8	U.S. Well Services, LLC	CA	1762763	USWS U.S. WELL SERVICES And Design
9	U.S. Well Services, LLC	CA	1762531	WHISPER And Design
10	U.S. Well Services, LLC	CA	1826427	OPTI-FLEX
11	U.S. Well Services, LLC	CA	1923342	PSM360 PROCESS SAFETY MANAGEMENT & Design
12	U.S. Well Services, LLC	CA	1923344	USafeDrive & Design
13	U.S. Well Services, LLC	CA	1923348	F3 Fuel Reducing Fuel Costs Field Gas CNG LNG & Design
14	U.S. Well Services, LLC	CA	1923338	WHISPERFRAC REDUCING NOISE AND VIBRATION
15	U.S. Well Services, LLC	CA	1923351	AIM ADVANCED IRON MANAGEMENT & Design
16	U.S. Well Services, LLC	CA	1923716	POWERPATH REMOTE ELECTRIC FRAC & Design