

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCS MULTISTAGE, LLC		05/01/2019	Limited Liability Company:
SPECTRUM TRACER SERVICES, LLC		05/01/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1000 LOUISIANA
Internal Address:	9TH FLOOR (MAC T0002-090)
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	87689664	ANDERSON THOMPSON RESERVOIR STRATEGIES
Serial Number:	86041178	AIRLOCK
Serial Number:	86369760	BALLSHIFT
Serial Number:	86943058	BLUE ANCHOR SEAL
Serial Number:	86269154	FRACTUAL
Serial Number:	86003869	INSTAFRAC
Serial Number:	85489730	LEAVE NOTHING BEHIND
Serial Number:	77922511	MONGOOSE FRAC
Serial Number:	86776940	MULTICYCLE
Serial Number:	85489636	MULTISTAGE UNLIMITED
Serial Number:	86369834	NCS
Serial Number:	86775710	NCS MULTISTAGE
Serial Number:	86528820	SHIFT FRAC CLOSE
Serial Number:	86369865	SIMPLESTART
Serial Number:	86292232	SPOTFRAC
Serial Number:	86037608	TRIDENT
Serial Number:	87221417	GRIPSHIFT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86187783	OST
Serial Number:	86187869	FFI
Serial Number:	86259057	NANO TRACER
Serial Number:	87477465	WST
Serial Number:	87889509	SHUTTLEFRAC
Serial Number:	87744676	NCS MULTISTAGE
Serial Number:	87889497	PSISCRIP
Serial Number:	87815251	SEQUENTIAL SWEEP
Serial Number:	87843124	VECTRASET
Serial Number:	87920647	SIMPLESHIFT
Serial Number:	88305915	GOPORT
Serial Number:	88320134	QUMULUS
Serial Number:	88388372	MBED

CORRESPONDENCE DATA

Fax Number: 8004043790
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.
Phone: 7132232300
Email: docketing@bracewell.com
Correspondent Name: BRACEWELL LLP
Address Line 1: P.O. BOX 61389
Address Line 4: HOUSTON, TEXAS 77208

NAME OF SUBMITTER:	Constance G. Rhebergen
SIGNATURE:	/Constance G. Rhebergen/
DATE SIGNED:	05/03/2019

Total Attachments: 15
source=Second_AR_Patent_and_Trademark_Security_Agreement#page1.tif
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SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Second Amended and Restated Patent and Trademark Security Agreement dated as of May 1, 2019 (this “Patent and Trademark Security Agreement”) is made by and among each Domestic Subsidiary of the Parent (as defined below) party hereto (each a “Grantor” and, collectively, the “Grantors”), and Wells Fargo Bank, National Association, as US administrative agent (the “US Administrative Agent”) for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

Preliminary Statement

Pioneer Investment, Inc., a Delaware corporation (the “US Borrower”) is a party to that certain Amended and Restated Credit Agreement, dated as of May 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”), among NCS Multistage Holdings, Inc., a Delaware corporation (the “Parent”), the US Borrower, NCS Multistage Inc., a corporation amalgamated under the laws of the Province of Alberta, Canada (the “Canadian Borrower”; and together with the US Borrower, collectively, the “Borrowers”), Pioneer Intermediate, Inc., a Delaware corporation (“Intermediate Parent”), the lenders party thereto from time to time, Wells Fargo Bank, National Association, as the US administrative agent (in such capacity, the “Existing US Administrative Agent”), as an issuing lender, and as swing line lender, and Wells Fargo Bank, National Association, Canadian Branch, as the Canadian administrative agent (in such capacity, the “Existing Canadian Administrative Agent”, and together with the Existing US Administrative Agent, collectively, the “Existing Administrative Agents”).

In order to secure the obligations under the Existing Credit Agreement and the other Credit Documents (as defined in the Existing Credit Agreement), the Grantors executed and delivered to the Existing US Administrative Agent that certain (i) Amended and Restated Pledge and Security Agreement, dated as of May 4, 2017 (as it has been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Security Agreement”), and (ii) Amended and Restated Patent and Trademark Security Agreement, dated as of May 4, 2017 (as it has been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing PTSA”).

The parties to the Existing Credit Agreement have agreed to amend and restate the Existing Credit Agreement in its entirety pursuant to that certain Second Amended and Restated Credit Agreement, dated as of May 1, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Parent, the US Borrower, the Canadian Borrower, Intermediate Parent, the lenders party thereto from time to time, (the “Lenders”), Wells Fargo Bank, National Association, as US Administrative Agent (in such capacity, the “US Administrative Agent”), issuing lender and swing line lender, and Wells Fargo Bank, National Association, Canadian Branch, as Canadian Administrative Agent (the “Canadian Administrative Agent” and together with the US Administrative Agent, collectively, the “Administrative Agents”).

It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor execute and deliver this Patent and Trademark Security Agreement in order to amend and restate the Existing PTSA.

It is in the best interests of each Grantor to execute this Patent and Trademark Security Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from (i) the

transactions contemplated by the Credit Agreement, (ii) the Hedging Arrangements entered into by the Borrowers or any other Grantor with a Swap Counterparty, and (iii) the Banking Services provided by any Banking Services Provider to any Grantor, and each Grantor is willing to execute, deliver and perform its obligations under this Patent and Trademark Security Agreement to secure the Secured Obligations.

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications listed on Schedule I (annexed hereto and by this reference incorporated herein) unless otherwise noted on Schedule I.

Pursuant to the terms of that certain Second Amended and Restated Pledge and Security Agreement dated as of May 1, 2019 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of the US Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the US Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (A) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Schedule I, and any patent applications in preparation for filing, (B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (A), (C) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (A) and (B) above, and (D) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license;

(b) (A) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any office or agency of the United States of America or Canada, or any State or province thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), (B) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (C) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (A), and to the extent applicable clause (B), (D) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (A) and, to the extent applicable, clause (B), and (E) all

Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world; and

(c) all rights with respect to the foregoing, including the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit, which are owned or licensed by a Grantor.

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1 and other than to the extent set forth in this Section 1.2, the Excluded Collateral, including, without limitation, all United States intent to use trademark applications with respect to which the grant of a security interest therein would impair the validity or enforceability of said intent to use trademark application under US federal or Canadian law, shall be excluded from the lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.3 This Patent and Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. This security interest is granted in conjunction with the security interests granted to the US Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.4 The Grantors authorize and request that the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any other applicable government officer record this Patent and Trademark Security Agreement.

Section 1.5 This Patent and Trademark Security Agreement is an amendment and restatement of the Existing PTSA and supersedes the Existing PTSA in its entirety; provided, however, that (i) the execution and delivery of this Patent and Trademark Security Agreement shall not effect a novation of the Existing PTSA but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Existing PTSA, and (ii) the Liens, security interests and other interests in the collateral as described in the Existing Security Agreement and the Existing PTSA (the "Original Collateral") granted under the Existing Security Agreement and the Existing PTSA are and shall remain legal, valid, binding and enforceable with regard to such Original Collateral. Each Grantor party to the Existing PTSA hereby acknowledges and confirms the continuing existence and effectiveness of such Liens, security interests and other interests in the Original Collateral granted under the Existing Security Agreement and Existing PTSA, and further agrees that the execution and delivery of this Patent and Trademark Security Agreement and the other Credit Documents shall not in any way release, diminish,

impair, reduce or otherwise affect such Liens, security interests and other interests in the Original Collateral granted under the Existing Security Agreement or Existing PTSA.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the US Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

NCS MULTISTAGE, LLC

By: W. Bitter

Name: Wade Bitter

Title: Chief Accounting Officer and Treasurer

SPECTRUM TRACER SERVICES, LLC

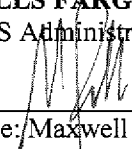
By: W. Bitter

Name: Wade Bitter

Title: Chief Accounting Officer and Treasurer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as US Administrative Agent

By:  _____
Name: Maxwell Felts
Title: Vice President

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

Item A. Patent Collateral.

U.S. Patents and Patent Applications

See attached.

Patent Patent ID	Family Title	Title	Application Number	Filing Date	Patent Number	Issue Date	Owner
P148US1	OST	Method using halogenated benzoic acid esters and aldehydes for hydraulic fracturing and for tracing petroleum production	14/072,556	11/5/2013	9,594,070	3/14/2017	Spectrum Tracer Services, LLC (US)
P149US1	WST	Methods and compositions for hydraulic fracturing and for tracing formation water	15/133,465	4/20/2016	10,017,684	7/10/2018	Spectrum Tracer Services, LLC (US)
P149US2	WST	Methods and compositions for hydraulic fracturing and for tracing formation water	16/002,215	6/7/2018			Spectrum Tracer Services, LLC (US)

Canadian Patents and Patent Applications

See attached.

Patent: Patent ID	Family Title	Title	Application Number	Filing Date	Patent Number	Issue Date	Owner
P148CA1	OST	Method and Composition for Hydraulic Fracturing and for Tracing Petroleum Production	2929773	11/3/2014			Spectrum Tracer Services, LLC (US)
P149CA1	WST	Methods and compositions for hydraulic fracturing and for tracing formation water	3019214	4/18/2017			Spectrum Tracer Services, LLC (US)

TRADEMARK

Item B - Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
US	Anderson Thompson Reservoir Strategies®	87/689664	11/17/2017	5625568	12/11/2018	NCS Multistage, LLC
US	AirLock ®	86/041178	8/19/2013	4900077	2/16/2016	NCS Multistage, LLC
US	BallShift ®	86/369760	8/18/2014	4995759	7/12/2016	NCS Multistage, LLC
US	Blue Anchor Seal®	86/943058	3/16/2016	5357507	12/19/2017	NCS Multistage, LLC
US	Fractual™	86/269154	5/1/2014			NCS Multistage, LLC
US	Instafrac®	86/003869	6/8/2013	4718829	4/14/2015	NCS Multistage, LLC
US	Leave Nothing Behind®	85/489730	12/7/2011	4266971	1/1/2013	NCS Energy Services, LLC
US	Mongoose Frac®	77/922511	1/28/2010	4040166	10/18/2011	NCS Multistage, LLC
US	MULTICYCLE	86/776940	10/2/2015	5,304,158	10/10/2017	NCS Multistage, LLC
US	Multistage Unlimited®	85/489636	12/7/2011	4310801	3/26/2018	NCS Energy Services, LLC
US	NCS® (word mark)	86/369834	8/18/2014	5380900	1/16/2018	NCS Multistage, LLC
US	NCS Multistage® (stylized - green logo)	86/775710	10/1/2015	5080497	11/15/2016	NCS Multistage, LLC
US	Shift Frac Close®	86/528820	2/9/2015	5061844	10/18/2016	NCS Multistage, LLC
US	SimpleStart®	86/369865	8/18/2014	4975908	6/14/2016	NCS Multistage, LLC
US	SpotFrac®	86/292232	5/27/2014	5380871	1/16/2018	NCS Multistage, LLC

Jurisdiction	Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
US	Trident®	86/037608	8/14/2013	4865211	12/8/2015	NCS Multistage, LLC
US	GripShift®	87/221417	10/31/2016	5282761	9/5/2017	NCS Multistage, LLC
US	OST®	86/187783	2/7/2014	4822973	9/29/2015	Spectrum Tracer Services, LLC
US	FFI®	86/187869	2/7/2014	4822975	9/29/2015	Spectrum Tracer Services, LLC
US	NANO TRACER®	86/259057	4/22/2014	4823092	9/29/2015	Spectrum Tracer Services, LLC
US	WST®	87/477465	6/6/2017	5,692,489	3/5/2019	Spectrum Tracer Services, LLC
US	ShuttleFrac™	87/889509	4/23/2018			NCS Multistage, LLC
US	NCS Multistage®	87/744676	1/5/2018	5559819	9/11/2018	NCS Multistage, LLC
US	PsiScript™	87/889497	4/23/2018			NCS Multistage, LLC
US	Sequential Sweep™	87/815251	2/28/2018			NCS Multistage, LLC
US	VECTRASET™	87/843124	3/21/2018			NCS Multistage, LLC
US	SimpleShift™	87/920647	5/14/2018			NCS Multistage, LLC
US	GOPORT™	88/305915	2/18/2019			NCS Multistage, LLC
US	QUMULUST™	88/320134	2/28/2019			NCS Multistage, LLC
US	MBED™	88/388372	04/16/2019			NCS Multistage, LLC

Canadian Trademarks and Trademark Applications

Jurisdiction	Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
CA	Anderson Thompson Reservoir Strategies®	1780691	5/4/2016	TMA 994993	4/20/2018	NCS Multistage, LLC
CA	AirLock ®	1619895	3/26/2013	TMA909701	7/28/2015	NCS Multistage, LLC
CA	BallShift ®	1685432	7/16/2014	TMA926850	1/22/2016	NCS Multistage, LLC
CA	Blue Anchor Seal ®	1756254	11/24/2015	TMA968873	4/21/2017	NCS Multistage, LLC
CA	Fractual ®	1671694	4/7/2014	TMA908906	7/20/2015	NCS Multistage, LLC
CA	Instafrac®	1632884	6/26/2013	TMA888561	10/22/2014	NCS Energy Services, LLC
CA	Leave Nothing Behind®	1582646	6/18/2012	TMA878313	5/21/2014	NCS Energy Services, LLC
CA	Mongoose®	1582654	6/18/2012	TMA878301	5/21/2014	NCS Energy Services, LLC
CA	MultiCycle ®	1732650	6/12/2015	TMA 967078	3/29/2017	NCS Multistage, LLC
CA	Multistage Unlimited®	1582645	6/18/2012	TMA878300	5/21/2014	NCS Energy Services, LLC
CA	NCS ®	1685496	7/16/2014	TMA920897	11/20/2015	NCS Energy Services, LLC
CA	NCS Multistage® (logo)	1708566	12/22/2014	TMA964433	3/2/2017	NCS Multistage, LLC
CA	Shift Frac Close®	1714176	2/6/2015	TMA933227	4/1/2016	NCS Multistage, LLC

Jurisdiction	Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
CA	SimpleStart®	1685441	7/16/2014	TMA925914	1/13/2016	NCS Energy Services, LLC
CA	SpotFrac®	1662995	2/7/2014	TMA901917	4/23/2015	NCS Multistage, LLC
CA	Trident®	1634862	6/11/2013	TMA908911	7/20/2015	NCS Multistage, LLC
CA	Learn From Every Frac®	1764618	1/22/2016	TMA999120	6/14/2018	NCS Multistage, LLC (US)
CA	GripShift®	1802928	9/30/2016	TMA100316 1	8/20/2018	NCS Multistage, LLC
CA	OST®	1684501	7/9/2014	TMA971028	5/16/2017	Spectrum Tracer Services, LLC
CA	FFI®	1684500	7/9/2014	TMA971047	5/16/2017	Spectrum Tracer Services, LLC
CA	NANO TRACER®	1694579	9/19/2014	TMA971839	5/26/2017	Spectrum Tracer Services, LLC
CA	NANO STAGED TRACER®	1694580	9/19/2014	TMA971822	5/26/2017	Spectrum Tracer Services, LLC
CA	WST™	1870975	12/1/2017			Spectrum Tracer Services, LLC
CA	ShuttleFrac™	1918313	9/5/2018			NCS Multistage, LLC
CA	NCS Multistage™ (word mark)	1,874,005	12/19/2017			NCS Multistage, LLC
CA	PsiScript™	1893205	4/11/2018			NCS Multistage, LLC
CA	Sequential Sweep™	1,884,592	2/22/2018			NCS Multistage, LLC

Jurisdiction	Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
CA	VECTRASET™	1,888,824	3/19/2018			NCS Multistage, LLC
CA	SimpleShift™	1,898,534	5/10/2018			NCS Multistage, LLC
CA	QUMULUS™	1948684	2/27/2019			NCS Multistage, LLC
CA	MBED™	1957463	4/15/2019			NCS Multistage, LLC