

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gravity Oilfield Services Inc.		12/05/2019	Corporation: DELAWARE
Gravity Oilfield Services LLC		12/05/2019	Limited Liability Company: TEXAS
Paul Musslewhite Trucking Co., LLC		12/05/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5602496	GRAVITY	
<b>Registration Number:</b>	4323618	LTR	
<b>Registration Number:</b>	4323632	LTR	
<b>Registration Number:</b>	3730446	INTEGRITY MUSSLEWHITE PAUL MUSSLEWHITE T	
<b>Registration Number:</b>	3637478	MUSSLEWHITE LOGISTICS, LTD.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1104164-0042-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		

CH \$140.00 5602496

<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	12/05/2019
<b>Total Attachments: 5</b> source=Project Covey - ABL Trademark Security Agreement [Executed]#page1.tif source=Project Covey - ABL Trademark Security Agreement [Executed]#page2.tif source=Project Covey - ABL Trademark Security Agreement [Executed]#page3.tif source=Project Covey - ABL Trademark Security Agreement [Executed]#page4.tif source=Project Covey - ABL Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 5, 2019 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Barclays Bank PLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of December 5, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Gravity Oilfield Operating LLC, a Delaware limited liability company, and certain of its Subsidiaries from time to time party thereto, as Borrowers, Gravity Oilfield Holdings LLC, a Delaware limited liability company, as Holdings, Gravity Oilfield Services Inc., a Delaware corporation, as Parent, the other guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to an ABL Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are 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 Credit Agreement, each Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record 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 counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 9.09(b) and Section 9.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]


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

PLEDGORS:

**GRAVITY OILFIELD SERVICES INC.**

By:   
Name: Keith Muncy  
Title: Chief Financial Officer

**GRAVITY OILFIELD SERVICES LLC**

By:   
Name: Keith Muncy  
Title: Chief Financial Officer

**PAUL MUSSLEWHITE TRUCKING  
CO., LLC**

By:   
Name: Keith Muncy  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


**TRADEMARK  
REEL: 006809 FRAME: 0855**

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as Collateral Agent

By:

Name:  
Title:

  
D. Ogden  
MO



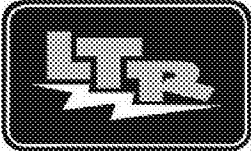
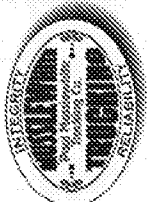
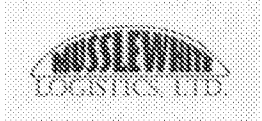
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006809 FRAME: 0856**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
GRAVITY OILFIELD SERVICES INC.	GRAVITY 	5602496
GRAVITY OILFIELD SERVICES LLC	LTR 	4323618
GRAVITY OILFIELD SERVICES LLC	LTR 	4323632
Paul Musslewhite Trucking Co., LLC	INTEGRITY MUSSLEWHITE PAUL MUSSLEWHITE TRUCKING CO. TRUCKING RELIABILITY 	3730446
Paul Musslewhite Trucking Co., LLC	MUSSLEWHITE LOGISTICS, LTD. 	3637478

United States Trademark Applications:

None.