

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552128

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

CH \$140.00 5602496

SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/05/2019
Total Attachments: 5 source=Project Covey - Term Loan Trademark Security Agreement [Executed]#page1.tif source=Project Covey - Term Loan Trademark Security Agreement [Executed]#page2.tif source=Project Covey - Term Loan Trademark Security Agreement [Executed]#page3.tif source=Project Covey - Term Loan Trademark Security Agreement [Executed]#page4.tif source=Project Covey - Term Loan 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, as Borrower, 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 a Term Loan 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 10.09(b) and Section 10.10 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: 0862**

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By:


Name: *S. Ogden*
Title: *MD*


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006809 FRAME: 0863

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 MUSSELEWHITE PAUL MUSSELEWHITE TRUCKING CO. TRUCKING RELIABILITY 	3730446
Paul Musslewhite Trucking Co., LLC	MUSSELEWHITE LOGISTICS, LTD. 	3637478

United States Trademark Applications:

None.