

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pioneer Energy Services Corp.		03/03/2020	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4476403	LIVESAFE	
<b>Registration Number:</b>	4447996	PIONEER	
<b>Registration Number:</b>	4447997	PIONEER	
<b>Registration Number:</b>	4447998	PIONEER ENERGY SERVICES	
<b>Registration Number:</b>	4447999	PIONEER ENERGY SERVICES	
<b>Registration Number:</b>	4257864	PIONEER ENERGY SERVICES	
<b>Registration Number:</b>	4257865	PIONEER ENERGY SERVICES	
<b>Registration Number:</b>	4156096	PIONEER	
<b>Registration Number:</b>	4162716	PIONEER	
<b>Registration Number:</b>	5892428	ECOQUIET	
<b>Registration Number:</b>	5892387	ECOQUIET	
<b>Registration Number:</b>	5905051	ECOQUIET EQ	
<b>Registration Number:</b>	5905052	ECOQUIET EQ	
<b>Registration Number:</b>	5905053	ECOQUIET EQ	
<b>Registration Number:</b>	5905054	ECOQUIET EQ	
<b>Registration Number:</b>	5905055	ECOQUIET EQ	
<b>Registration Number:</b>	5905056	ECOQUIET EQ	

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**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (074658-20002 ND)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-20002
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/04/2020

**Total Attachments: 6**

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## NOTICE OF SECURITY INTERESTS IN TRADEMARKS

This NOTICE OF SECURITY INTERESTS IN TRADEMARKS (this "Trademark Security Agreement") is made this 3<sup>rd</sup> day of March, 2020, by and between the Grantor listed on the signature page hereof ("Grantor"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("PNC"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Debtor-In-Possession Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **PIONEER ENERGY SERVICES CORP.**, a Texas corporation ("Parent"), **PIONEER DRILLING SERVICES, LTD.**, a Texas corporation ("Drilling"), **PIONEER GLOBAL HOLDINGS, INC.**, a Delaware corporation ("Global"), **PIONEER PRODUCTION SERVICES, INC.**, a Delaware corporation ("Production"), **PIONEER WIRELINE SERVICES HOLDINGS, INC.**, a Delaware corporation ("Wireline Holdings"), **PIONEER WIRELINE SERVICES, LLC**, a Delaware limited liability company ("Wireline"), **PIONEER WELL SERVICES, LLC**, a Delaware limited liability company ("Well Services"), **PIONEER FISHING & RENTAL SERVICES, LLC**, a Delaware limited liability company ("Fishing & Rental"), **PIONEER COILED TUBING SERVICES, LLC**, a Delaware limited liability company ("Coiled Tubing"; together with Parent, Drilling, Global, Production, Wireline Holdings, Wireline, Well Services, Fishing & Rental and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 3, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"); provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned:

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they

are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

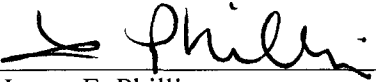
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. DIP ORDER CONTROLS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE DIP ORDER AND THIS COPYRIGHT SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, THE TERMS OF THE DIP ORDER SHALL CONTROL.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**PIONEER ENERGY SERVICES CORP.,**  
a Texas Corporation

By: 

Name: Lorne E. Phillips

Title: Executive Vice President and Chief  
Financial Officer


[Signature Page to Notice of Security Interests in Trademarks]

**TRADEMARK**  
**REEL: 006881 FRAME: 0568**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**PNC BANK, NATIONAL ASSOCIATION, a  
national banking association**

By:   
Name: Anita Puligandla  
Title: Senior Vice President

[Signature Page to Notice of Security Interests in Trademarks]

**TRADEMARK  
REEL: 006881 FRAME: 0569**

SCHEDULE I  
to  
NOTICE OF SECURITY INTERESTS IN TRADEMARKS

**Trademark Registrations/Applications**

Grantor	Mark	Application/ Registration No.	App/Reg Date
Pioneer Energy Services Corporation	LIVESAFE	4476403	04-FEB-2014
Pioneer Energy Services Corporation	PIONEER	4447996	10-DEC-2013
Pioneer Energy Services Corporation	PIONEER	4447997	10-DEC-2013
Pioneer Energy Services Corporation	PIONEER ENERGY SERVICES	4447998	10-DEC-2013
Pioneer Energy Services Corporation	PIONEER ENERGY SERVICES	4447999	10-DEC-2013
Pioneer Energy Services Corporation	PIONEER ENERGY SERVICES	4257864	11-DEC-2012
Pioneer Energy Services Corporation	PIONEER ENERGY SERVICES	4257865	11-DEC-2012
Pioneer Energy Services Corporation	PIONEER	4156096	12-JUN-2012
Pioneer Energy Services Corporation	PIONEER	4162716	26-JUN-2012
Pioneer Energy Services Corporation	ECOQUIET 	5892428	22-OCT-2019
Pioneer Energy Services Corporation	ECOQUIET 	5892387	22-OCT-2019
Pioneer Energy Services Corporation	ECOQUIET EQ 	5905051	05-NOV-2019
Pioneer Energy Services Corporation	ECOQUIET EQ 	5905052	05-NOV-2019
Pioneer Energy Services Corporation	ECOQUIET EQ 	5905053	05-NOV-2019
Pioneer Energy Services Corporation	ECOQUIET EQ  	5905054	05-NOV-2019
Pioneer Energy Services Corporation	ECOQUIET EQ  	5905055	05-NOV-2019
Pioneer Energy Services Corporation	ECOQUIET EQ  	5905056	05-NOV-2019

**TRADEMARK**