

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Energy Services Corp.		05/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4476403	LIVESAFE	
Registration Number:	4447996	PIONEER	
Registration Number:	4447997	PIONEER	
Registration Number:	4447998	PIONEER ENERGY SERVICES	
Registration Number:	4447999	PIONEER ENERGY SERVICES	
Registration Number:	4257864	PIONEER ENERGY SERVICES	
Registration Number:	4257865	PIONEER ENERGY SERVICES	
Registration Number:	4156096	PIONEER	
Registration Number:	4162716	PIONEER	
Registration Number:	5892428	ECOQUIET	
Registration Number:	5892387	ECOQUIET	
Registration Number:	5905051	ECOQUIET EQ	
Registration Number:	5905052	ECOQUIET EQ	
Registration Number:	5905053	ECOQUIET EQ	
Registration Number:	5905054	ECOQUIET EQ	
Registration Number:	5905055	ECOQUIET EQ	
Registration Number:	5905056	ECOQUIET EQ	

CH \$440.00 4476403

CORRESPONDENCE DATA**Fax Number:**

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.

Email: shill@velaw.com**Correspondent Name:** Sean M. Hill**Address Line 1:** 1001 Fannin Street, Suite 2500**Address Line 2:** Vinson & Elkins LLP**Address Line 4:** Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	BLA235-10000
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NAME OF SUBMITTER:	Sean M. Hill
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SIGNATURE:	/Sean M. Hill/
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DATE SIGNED:	06/02/2020
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Total Attachments: 6

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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF SECURITY INTEREST IN TRADEMARKS (this “**Trademark Security Agreement**”) is made this 29th day of May, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as security agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “**Security Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Indenture**”), by and among **PIONEER ENERGY SERVICES CORP.**, a Delaware corporation (“**Company**”), Wilmington Trust, National Association, as trustee and security agent, the Guarantors and the other parties from time to time party thereto, the Secured Parties have agreed to make certain financial accommodations available to the Company pursuant to the terms and conditions thereof;

WHEREAS, it is a condition precedent to the issuance of the Notes that Grantors shall have executed and delivered to the Security Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of May 29, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Security Agent, for the benefit of the Secured Parties, 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, each 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 Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I**, except for “intent-to-use” applications for trademark or

service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, 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 License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure 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 Grantors, or any of them, to the Security Agent or the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Laws relative to any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Security Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration in accordance with the provisions of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Security Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new Trademark rights of each 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 the Security Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. COUNTERPARTS. This Trademark Security Agreement is a Notes Document. This Trademark Security Agreement may be executed in any number of 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 of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart 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 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

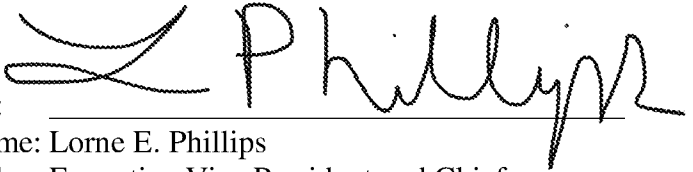
8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE SECURITY AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURITY AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[signature page follows]

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 Delaware corporation

By: 

Name: Lorne E. Phillips

Title: Executive Vice President and Chief
Financial Officer


SECURITY AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Security Agent**

By: _____

Name: _____



Jane Schweiger
Its Authorized Signatory

[SIGNATURE PAGE TO NOTICE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK
REEL: 006950 FRAME: 0782**

SCHEDULE I
to
NOTICE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

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