

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM644205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BASIC ENERGY SERVICES, L.P.		05/03/2021	Limited Partnership: DELAWARE
TAYLOR INDUSTRIES, LLC		05/03/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES
Street Address:	110 E. 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4272956	ROBOTA ENERGY EQUIPMENT
Registration Number:	4269068	ROBOTA
Registration Number:	3972338	TAYLOR
Registration Number:	3465148	MAVERICK COIL TUBING SERVICES, LLC
Registration Number:	2702941	MAVTRACK
Registration Number:	1930914	TERE-STONE
Serial Number:	90012121	KLEAN-N-SIMPLE

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

OP \$190.00 4272956

ATTORNEY DOCKET NUMBER:	1366726 TM
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	05/04/2021
Total Attachments: 4 source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

May 3, 2021

WHEREAS, Basic Energy Services, L.P., a limited partnership and Taylor Industries, LLC, a Texas limited liability company (herein referred to as the “**Debtors**” and each, a “**Debtor**”) (1) have adopted, used and is using, or (2) have intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) have filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on Schedule 1 hereto, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Basic Energy Services, Inc., a Delaware corporation (the “**Borrower**”), has entered into that certain Super Priority Credit Agreement dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the term loan lenders from time to time party thereto and Cantor Fitzgerald Securities as administrative agent (in such capacity, the “**Administrative Agent**”); and

WHEREAS, in connection with the Credit Agreement, the Borrower, certain subsidiaries of the Borrower, as guarantors (collectively, with the Borrower, the “**Grantors**”) and the Administrative Agent have entered into a Security Agreement dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which, among other things, each Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of such Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any other jurisdiction or any political subdivision thereof, all whether now or hereafter owned or licensable by such Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of any of the foregoing, including, without limitation, any claims by such Debtor against third parties for infringement or other violation of any of the foregoing (collectively, the “**Trademark Collateral**”), to secure the payment, performance and observance of the Secured Obligations; but for the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of a security interest in all of such Debtor’s right, title and interest in, to and under all of the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Debtor does hereby further acknowledge and affirm that this Trademark Security Agreement is intended to supplement the Security Agreement and in the case of any conflict between the terms hereof and thereof, the terms of the Security Agreement shall control. Each Debtor does hereby further acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, those provisions relating to governing law, submission to

jurisdiction, waiver of jury trial, indemnification and expense reimbursement) are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is Cantor Fitzgerald Securities, as Administrative Agent, 110 East 59th Street, New York, NY 10022.

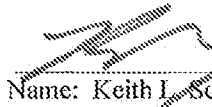
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

BASIC ENERGY SERVICES, L.P.


By: Basic Energy Services GP, LLC,
its General Partner

By:


Name: Keith L. Schilling
Title: President and Chief Executive Officer

TAYLOR INDUSTRIES, LLC




By:


Name: Keith L. Schilling
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO THE TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number	Registration Date
Basic Energy Services, L.P.	ROBOTA ENERGY EQUIPMENT <small>ROBOTA ENERGY EQUIPMENT</small>	4272956	01/08/2013
Basic Energy Services, L.P.	ROBOTA ROBOTA	4269068	01/01/2013
Taylor Industries, LLC	TAYLOR 	3972338	06/07/2011
Basic Energy Services, L.P.	MAVERICK COIL TUBING SERVICES, LLC 	3465148	07/15/2008
Basic Energy Services, L.P.	MAVTRACK 	2702941	04/01/2003
Taylor Industries, LLC	TERE-STONE	1930914	10/31/1995

TRADEMARK APPLICATIONS

Owner	Trademark	Registration Number	Registration Date
Taylor Industries, LLC	KLEAN-N-SIMPLE	90012121	06/20/2020