

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Independence Contract Drilling, Inc.		03/18/2022	Corporation:
Sidewinder Drilling LLC		03/18/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association
Street Address:	Global Corporate Trust
Internal Address:	8 Greenway Plaza, Suite 1100
City:	Houston
State/Country:	TEXAS
Postal Code:	77046
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4955194	RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME
Registration Number:	4715669	I
Registration Number:	4746753	SHALE DRILLER
Registration Number:	4722944	INDEPENDENCE CONTRACT DRILLING
Registration Number:	4722949	I INDEPENDENCE CONTRACT DRILLING
Registration Number:	4712367	RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME
Registration Number:	4370927	SIDEWINDER
Registration Number:	4382271	SIDEWINDER DRILLING

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

OP \$215.00 4955194

Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 065179-0017

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 03/18/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of March, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of March 18, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”), by and among Independence Contract Drilling, Inc., a Delaware corporation (“Issuer”), the Guarantors party thereto and U.S. Bank Trust Company, National Association, as Trustee and Collateral Agent, the Issuer will issue Notes pursuant to the terms and conditions thereof;

WHEREAS, the Holders are willing to make the financial accommodations to Issuer as provided for in the Indenture and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Holders, that certain Security Agreement, dated as of March 18, 2022 (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 Agent, for the benefit of the Agent, the Trustee and the Holders, 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(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Agent, the Trustee and each Holder, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, but excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a)

(or any successor provision), such intent-to-use trademark application shall be considered Collateral (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) 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 Intellectual Property 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 Intellectual Property License.

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 Grantors, or any of them, to Agent, the Trustee and the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving 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 Agent, for the benefit of the Agent, the Trustee and the Holders, pursuant to the Security Agreement. Each 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 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 Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize 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 Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note 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 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 AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE INDENTURE). 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.

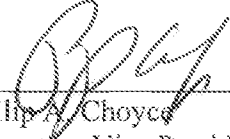
9. This Trademark Security Agreement is being entered into by U.S. Bank Trust Company, National Association, not in its individual capacity, but solely in its capacity as Collateral Agent in the exercise of the powers and authority conferred and vested in it under the Indenture. The Agent shall be entitled to the rights, privileges, benefits, protections, immunities, and indemnities conferred on the Collateral Agent under the Indenture and the other Note Documents as if the provisions setting forth those rights, privileges, benefits, protections, immunities and indemnities are incorporated herein by this reference.

[signature pages follow]


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.

GRANTORS:

INDEPENDENCE CONTRACT DRILLING, INC.

By: 
Name: Phillip A. Choyce
Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

SIDEWINDER DRILLING LLC

By: 
Name: Phillip A. Choyce
Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

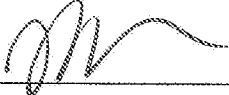
[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, AS COLLATERAL AGENT

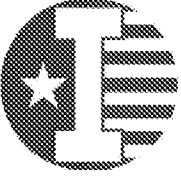


By: 
Name: BRIAN T. JENSEN
Title: VICE PRESIDENT

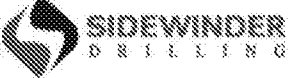
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME Right Equipment RIGHT PEOPLE Right Time	86729897	19-AUG-2015	4955194	10-MAY-2016	Registered	Independence Contract Drilling, Inc.
I (and Design) 	86370391	19-AUG-2014	4715669	07-APR-2015	Registered	Independence Contract Drilling, Inc.
SHALE DRILLER (and Design) 	86369392	18-AUG-2014	4746753	02-JUN-2015	Registered	Independence Contract Drilling, Inc.
INDEPENDENCE CONTRACT DRILLING	86369412	18-AUG-2014	4722944	21-APR-2015	Registered	Independence Contract Drilling, Inc.
I INDEPENDENCE CONTRACT DRILLING (and Design) 	86369487	18-AUG-2014	4722949	21-APR-2015	Registered	Independence Contract Drilling, Inc.
RIGHT EQUIPMENT RIGHT PEOPLE RIGHT TIME	86369543	18-AUG-2014	4712367	31-MAR-2015	Registered	Independence Contract Drilling, Inc.
SIDEWINDER	85643145	05-JUN-2012	4370927	23-JUL-2013	Registered	Sidewinder Drilling LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
SIDEWINDER DRILLING (and Design) 	85643278	05-JUN-2012	4382271	13-AUG-2013	Registered	Sidewinder Drilling LLC

Trade Names

None.

Common Law Trademarks

- Independence Contract Drilling, Inc.
- Sidewinder Drilling LLC

Trademarks Not Currently In Use

None.

Trademark Licenses

None.