

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779886

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900734987

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILVERTIP COMPLETION SERVICES OPERATING, LLC		11/21/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7th Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10019-6801
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	97507482	SILVERTIP COMPLETION SERVICES
Serial Number:	97507446	V
Registration Number:	6702675	SILVERSHOT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	01/11/2023

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SILVERTIP COMPLETION SERVICES
OPERATING, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____ DE
 Other _____ LLC

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 21, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BARCLAYS BANK PLC

Street Address: 745 7TH Ave

City: New York

State: NY

Country: USA Zip: 10019-6801

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Public Limited Company Citizenship UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
97507482; 97507446; and 6702675

B. Trademark Application and Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: ProPetro - Silvertip Guaranty Joinder (08380.1343)

Email Address: sbolt@cahill.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature
Sophie Bolt

Name of Person Signing

November 29, 2022

Date

Total number of pages including cover sheet, attachments, and document: 8

INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 21, 2022

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of the date hereof, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BARCLAYS BANK PLC (“**Barclays**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ProPetro Services, Inc., a Texas corporation, is party to a Credit Agreement dated as of March 22, 2017, with Barclays Bank PLC, as Collateral Agent, ProPetro Holding Corp., a Delaware corporation, the other Guarantors and the Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, including as amended and restated by the Restatement Agreement, dated as of April 13, 2022, the “**Credit Agreement**”);

WHEREAS, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans, the issuance of Letters of Credit by any Letter of Credit Issuer and Lenders’ and their Affiliates willingness to extend other financial accommodations under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of March 22, 2017 made by the Grantors, certain other parties and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO and the USCO, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all of its present and future Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “**IP Collateral**”):

- (A) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States 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), together with the goodwill symbolized thereby (the “*Trademarks*”); and

(C) the copyright registrations and applications owned or exclusively licensed as set forth in Schedule C hereto (the “*Copyrights*”);

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control.

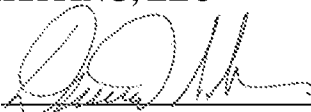
SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**SILVERTIP COMPLETION SERVICES
OPERATING, LLC**

By: 
Name: David Schorlemer
Title: Vice President

COLLATERAL AGENT

BARCLAYS BANK PLC, as Collateral Agent

DocuSigned by:

Koruthu Mathew

By: _____

Name: Koruthu Mathew

Title: VP

SCHEDULE A
PATENTS
None.

**SCHEDULE B
TRADEMARKS**

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Sivertip Completion Services Operating, LLC	U.S.	SILVERTIP COMPLETION SERVICES	97507482	July 18, 2022	
		V	97507446	July 18, 2022	
		SILVERSHOT	6702675	November 19, 2020	April 12, 2022

**SCHEDULE C
COPYRIGHTS**

None.

US 9380861v.3

RECORDED: 11/30/2022

**TRADEMARK
REEL: 007907 FRAME: 0353**