TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM783259

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NINE ENERGY SERVICE, INC.		01/30/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	333 Commerce Street		
Internal Address:	Suite 900, Attn: Wally Jones		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark		
Registration Number:	4253208	SCORPION COMPOSITE PLUGS		
Registration Number:	4460205	NINE ENERGY SERVICE		
Registration Number:	4464094	9 NINE		
Registration Number:	5051323			
Registration Number:	5051324	S		
Registration Number:	5741508	BREAKTHRU		
Registration Number:	5777572	SKYVIEW		

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592 Email: imull@stblaw.com **Correspondent Name:** Courtney Welshimer Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2435

> **TRADEMARK** REEL: 007955 FRAME: 0644

900746834

NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	01/30/2023		
Total Attachments: 5			
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TRADEMARK

REEL: 007955 FRAME: 0645

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("<u>Agreement</u>"), effective as of January 30, 2023 is made by NINE ENERGY SERVICE, INC., a Delaware corporation, located at 2001 Kirby Drive, Suite 200, Houston, Texas 77019 (the "<u>Grantor</u>"), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "<u>Collateral Agent</u>") for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor, as Issuer, each Domestic Subsidiary (as defined in the Indenture) of the Issuer a party thereto from time to time and U.S. Bank Trust Company, National Association, as trustee and Collateral Agent, have entered into the Indenture dated as of January 30, 2023 (the "Indenture"), pursuant to which the Issuer has issued 13.000% Senior Secured Notes due 2028 (the "Notes") and the other grantors party thereto have guaranteed the Notes;

WHEREAS, the Grantor, Nine Energy Canada Inc., the Collateral Agent and the other parties party thereto from time to time have entered into the certain Intercreditor Agreement dated as of January 30, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time) with JPMorgan Chase Bank, N.A., as ABL representative, in connection with the issuance of the Notes;

WHEREAS, in connection with the Indenture and as a condition precedent to that certain underwriting agreement, dated as of January 19, 2023, by and among the Grantor, the guarantors listed in Schedule 2 thereto, the Collateral Agent and J.P. Morgan Securities LLC, as representative of the several underwriters listed in Schedule 1 thereto, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of January 30, 2023, in favor of the Collateral Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, hypothecates assigns, charges, mortgages, delivers, and transfers to the Collateral Agent, for the ratable benefit of each Secured Party, and hereby grants to the Collateral Agent, for the ratable benefit of each Secured Party, a continuing security interest in all of its right, title and interest in, to and under, all $\underline{\text{Trademark Collateral}}$ (as that term is defined in the Security Agreement, but excluding any Excluded Trademark Collateral), including, without limitation, those trademark registrations and trademark applications listed on $\underline{\text{Schedule}}$ $\underline{\text{A}}$ attached hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in

TRADEMARK REEL: 007955 FRAME: 0646 connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights, remedies, indemnities and other protections afforded to the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. <u>Choice of Law</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

(Remainder of the page intentionally left blank)

TRADEMARK REEL: 007955 FRAME: 0647 IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NINE ENERGY SERVICE, INC.

By:

Name: Guy Sirkes

Title: Senior Vice President and Chief

Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007955 FRAME: 0648

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Collateral Agent

By:______

Name: Wally Jones Title: Vice President

REEL: 007955 FRAME: 0649

Schedule A

U.S. Trademark Registrations

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
Nine Energy	SCORPION	12/4/2012	4,253,208	United States
Service, Inc.	COMPOSITE			
	PLUGS			
Nine Energy	NINE ENERGY	12/31/2013	4,460,205	United States
Service, Inc.	SERVICE			
Nine Energy	9 NINE	1/7/2014	4,464,094	United States
Service, Inc.				
Nine Energy	[Design Only]	9/27/2016	5,051,323	United States
Service, Inc.				
Nine Energy	S	9/27/2016	5,051,324	United States
Service, Inc.				
Nine Energy	BREAKTHRU	4/30/2019	5,741,508	United States
Service, Inc.				
Nine Energy	SKYVIEW	6/11/2019	5,777,572	United States
Service, Inc.				

U.S. Trademark Applications

None.

RECORDED: 01/30/2023

TRADEMARK REEL: 007955 FRAME: 0650