

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM867857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProFrac Services, LLC		01/10/2024	Limited Liability Company: TEXAS
U.S. Well Services, LLC		01/10/2024	Limited Liability Company: DELAWARE
Best Pump and Flow, LLC		01/10/2024	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 S. Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97682210	BEST	
<b>Serial Number:</b>	97682305	B BEST	
<b>Serial Number:</b>	97682380	B	
<b>Serial Number:</b>	98095516	F3	
<b>Serial Number:</b>	97093812	ACQUIRE, RETIRE, REPLACE	
<b>Serial Number:</b>	97689109	WHISPERFRAC	
<b>Serial Number:</b>	97689105	F3 FUEL	
<b>Serial Number:</b>	97689102	FRAC MD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142207716		
<i>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.</i>			
<b>Phone:</b>	2146617347		
<b>Email:</b>	sspainhour@velaw.com		
<b>Correspondent Name:</b>	Shannon Spainhour		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 3900		

OP \$215.00 97682210

**Address Line 2:** c/o Vinson & Elkins  
**Address Line 4:** Dallas, TEXAS 75201

**NAME OF SUBMITTER:** Shannon Spainhour

**SIGNATURE:** /Shannon Spainhour/

**DATE SIGNED:** 01/12/2024

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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 January 10, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, ProFrac Holdings II, LLC, a Texas limited liability company, is party to a Credit Agreement dated as of March 4, 2022, with JPMorgan Chase Bank, N.A., as the administrative agent and collateral agent, ProFrac Holdings, LLC, a Texas limited liability company, the other Guarantors (as defined in the Credit Agreement) from time to time party thereto and the Lenders from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, as a condition precedent to the entering into of the Credit Agreement, the maintaining and making of the Loans and Lenders’ and their Affiliates’ willingness to extend other financial accommodations under the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement dated as of March 4, 2022 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, the Grantors agree 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 Obligations under the Credit Agreement, 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 authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This IP Security Agreement may be authenticated by manual signature, facsimile or other electronic communication, and the effectiveness of this IP Security Agreement and signatures thereon shall have the same force and effect as manually signed originals and shall be binding on all parties thereto. The Collateral Agent may require that any such signatures be confirmed by a manually-signed original thereof, provided that the failure to request or deliver the same shall not limit the effectiveness of any signature delivered electronically or by facsimile.

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 INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, FURTHER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

*[Signature Page Follows]*

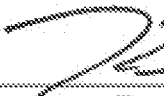
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

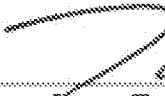
PROFRAC SERVICES, LLC

By:   
Name: Lance Turner  
Title: CFO

U.S. WELL SERVICES, LLC

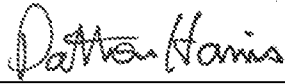
By:   
Name: Lance Turner  
Title: CFO

BEST PUMP AND FLOW, LLC

By:   
Name: Lance Turner  
Title: CFO

**COLLATERAL AGENT:**

**JPMORGAN CHASE BANK, N.A.,**  
as the Collateral Agent

By:   
Name: Dalton Harris  
Title: Authorized Officer

**SCHEDULE A****PATENTS****ProFrac Services, LLC**

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>File Date</u>	<u>Status</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Owner</u>
US	Systems and methods for conditioning a gas	17/873688	7/26/2022	Granted	11549351	1/10/2023	ProFrac Services, LLC
US	Systems and methods for conditioning a gas	18/049320	10/25/2022	Granted	11686188	6/27/2023	ProFrac Services, LLC
US	SYSTEMS AND METHODS FOR SILICA DUST REDUCTION AT WELL SITES	17/681428	2/25/2022	Pending			ProFrac Services, LLC

**U.S. Well Services, LLC**

<u>Country</u>	<u>Title</u>	<u>App. No.</u>	<u>File Date</u>	<u>Status</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Owner</u>
US	HIGH CAPACITY POWER STORAGE SYSTEM FOR ELECTRIC HYDRAULIC FRACTURING	18092619	1/3/2023	Granted			U.S. Well Services, LLC
US	WIRELINE POWER SUPPLY DURING ELECTRIC POWERED FRACTURING OPERATIONS	17/968532	10/18/2022	Pending			U.S. Well Services, LLC

US	SELF-REGULATING FRAC PUMP SUCTION STABILIZER/ DAMPENER	17/983187	11/8/2022	Pending			U.S. Well Services, LLC
US	Constant voltage power distribution system for use with an electric hydraulic fracturing system	18/097574	1/17/2023	Granted	11815082	11/14/2023	U.S. Well Services, LLC
US	SEGMENTED FLUID END PLUNGER PUMP	18/100783	1/24/2023	Allowed			U.S. Well Services, LLC
US	Electric Powered Hydraulic Fracturing Pump System with Single Electric Powered Multi-Plunger Pump Fracturing Trailers, Filtration Units, and Slide Out Platform	18/109383	2/14/2023	Pending			U.S. Well Services, LLC
US	OVERSIZED SWITCHGEAR TRAILER FOR ELECTRIC HYDRAULIC FRACTURING	18/109389	2/14/2023	Pending			U.S. Well Services, LLC



US	INTEGRATED MOBILE POWER UNIT FOR HYDRAULIC FRACTURING	18/209761	6/14/2023	Pending			U.S. Well Services, LLC
US	ENCODERLES S VECTOR CONTROL FOR VFD IN HYDRAULIC FRACTURING APPLICATION S	18/217442	6/30/2023	Pending			U.S. Well Services, LLC
US	Multi-Plunger Pumps and Associated Drive Systems	18/357271	7/24/2023	Pending			U.S. Well Services, LLC

**SCHEDULE B****TRADEMARKS****Best Pump and Flow, LLC**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
BEST	97682210	17-NOV-2022			Best Pump and Flow, LLC
B BEST	97682305	17-NOV-2022			Best Pump and Flow, LLC
B	97682380	17-NOV-2022			Best Pump and Flow, LLC

**ProFrac Services, LLC**

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Filing Basis</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner/Assignee</u>
US	F3	98095516	7/21/2023	1a	Live			ProFrac Services, LLC
US	ACQUIRE, RETIRE, REPLACE	97093812	10/26/2021	1a	Live	6982087	2/14/2023	ProFrac Services, LLC
US	WHISPERFRAC	97689109	11/22/2022	1a	Live			ProFrac Services, LLC
US	F3 FUEL	97689105	11/22/2022	1a	Live			ProFrac Services, LLC
US	FRAC MD	97689102	11/22/2022	1a	Live			ProFrac Services, LLC

**SCHEDULE C**

**COPYRIGHTS**

None.