

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Hydraulic, Inc.		07/27/2012	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Amegy Bank National Association		
Street Address:	4400 Post Oak Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1588535	PETROLIFT	
CORRESPONDENCE DATA			
Fax Number:	7132212172		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713.223.2300		
Email:	docketing@bgllp.com		
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	078486.000020		
NAME OF SUBMITTER:	Kimberly Wattner		
Signature:	/Michael F. Hay/		
Date:	07/30/2012		

OP \$40.00 1588535

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of July 27, 2012 (this "Patent and Trademark Security Agreement") is made by and among **Oilwell Hydraulics, Inc.**, a Texas corporation ("OHI"), **Central Hydraulic, Inc.**, a Mississippi corporation ("CHI"), **Products Fabrication, Inc.**, a Texas corporation (together with OHI and CHI, collectively, the "Grantors" and individually, a "Grantor"), and **Amegy Bank National Association** ("Amegy"), as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

Recitals

A. Accelerated Companies, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto from time to time (the "Lenders"), the Administrative Agent and Amegy, as issuing lender (in such capacity, the "Issuing Lender") and as swing line lender entered into that certain Credit Agreement dated as of January 11, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement").

B. In accordance with the requirements of the Credit Agreement and in consideration of the credit extended by the Lenders to the Borrower and the letters of credit issued by the Issuing Lender for the account of the Borrower or any subsidiary of the Borrower, the Borrower and certain of its subsidiaries, including the Grantors, have executed and delivered that certain Pledge and Security Agreement dated as of January 11, 2012 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, pursuant to which the Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

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

Agreement

1. Grant of Security Interest in Patent and Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents and patent applications referred to in Item A of Schedule I hereto, (ii) all reissues,

divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license; and

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Item B of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”), (ii) all Trademark licenses for the grant by or to any Grantor of any right to use any Trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (v) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term “Patent and Trademark Collateral” include any Excluded Trademark Collateral or any asset or property of the Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

2. Pledge and Security Agreement. The security interest granted in this Patent and Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Termination. On the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing

the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Patent and Trademark Security Agreement.

4. Governing Law. This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without regard to conflicts of laws principles.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Administrative Agent and the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

**CENTRAL HYDRAULIC, INC.
OILWELL HYDRAULICS, INC.**

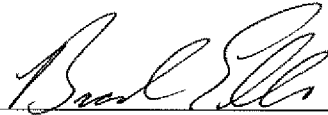
Each By: 
Name: Mitch Ulrey
Title: Chief Financial Officer

PRODUCTS FABRICATION, INC.

By: 
Name: Mitch Ulrey
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

AMEGY BANK NATIONAL ASSOCIATION

By:  _____
Name: Brad Ellis
Title: Senior Vice President

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

U.S. Patents and Patent Applications

Patents

Country	Patent No.	Issue Date	Description	Record Owner
US	6,164,727	12/26/2000	Method of Mining a Soluble Material	Oilwell Hydraulics, Inc.
US	6,364,633 B1	4/2/2002	Internally Ported Hydraulically Actuated Down-Hole Pump	Oilwell Hydraulics, Inc.
US	7,219,737 B2	5/22/2007	Subsea Wellhead Arrangement for Hydraulically Pumping a Well	Oilwell Hydraulics, Inc.
US	6,948,917 B1	9/27/2005	Valve System for a Down-Hole Hydraulically Actuated Pump	Central Hydraulic, Inc.
US	Patent application	N/A	Pump Actuated Sliding Sleeve	Central Hydraulic, Inc.

Patent Applications in Preparation

[None.]

Item B – Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date	Registration No.	Record Owner
US	FisherPump	7/3/2001	2466331	Products Fabrication, Inc.
US	Petrolift	3/27/1990	1588535	Central Hydraulic, Inc.