

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heat-On-The-Fly, LLC		01/31/2014	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1000 Louisiana St., 9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3811923	HEAT ON-THE-FLY	
Serial Number:	85797416	HEAT ON THE FLY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	traci.landgraf@bgllp.com		
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
ATTORNEY DOCKET NUMBER:	088599.000115		
NAME OF SUBMITTER:	Traci Landgraf		
Signature:	/constance g. rhebergen/		

Date:

02/03/2014

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of January 31, 2014 (this "Patent and Trademark Security Agreement") is made by Heat-On-The-Fly, LLC, a Louisiana limited liability company (the "Grantor"), and Wells Fargo Bank, National Association, 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).

Preliminary Statement

Reference is made to that certain Credit Agreement, dated as of January 31, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Phoenix Services, LLC, a Delaware limited liability company, as borrower, the lenders party thereto from time to time (the "Lenders"), Administrative Agent, and Wells Fargo Bank, National Association, as issuing lender (in such capacity, the "Issuing Lender") and as swing line lender. It is a requirement under the Credit Agreement that the Grantor shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

The Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of January 31, 2014 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Security Grantors") and the Administrative Agent for the ratable benefit of the Secured Parties, the Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantor in, to, and under all now owned and hereafter acquired Patent and Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Administrative Agent, for the ratable benefit of each Secured Party, and hereby grants to the Administrative Agent, for the ratable benefit of each Secured Party, a continuing security interest in all of the Grantor's right, title and interest in, to and under, all of the following, whether now owned or hereafter acquired by the Grantor, and wherever located and whether now owned or hereafter existing or arising (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 referred to in Item A of Schedule I hereto, and any patent applications in preparation for filing, (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 the 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;

(b) (i) (A) 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 (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks"), (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), 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 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;

This security interest 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.

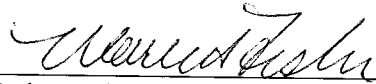
This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

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

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

GRANTOR:

HEAT ON-THE-FLY, LLC

By: 
Mark H. Fisher
Chief Executive Officer

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent**

By:  _____
T. Alan Smith
Managing Director

SCHEDULES:

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

Schedule I
Item A - Patent Collateral

Issued Patents

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Inventor(s)</u>	<u>Brief Description</u>
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>USA</u>	<u>12/842,738</u>	<u>7/23/2010</u>	<u>. 8.171,993</u>	<u>May 8, 2012</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Canada</u>	<u>CA 2754347</u>	<u>8/17/2010</u>	<u>Canadian Patent No. 2754347</u>	<u>Issued October 16, 2012</u>	<u>Hefley</u>	

Pending Patent Applications

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>	<u>Inventor(s)</u>	<u>Brief Description</u>
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>USA</u>	<u>13/443,678</u>	<u>4/10/2012</u>	<u>US20120255735</u>	<u>October 11, 2012</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>PCT</u>	<u>PCT/US2010/045791</u>	<u>8/17/2010</u>	<u>WO/2011/034679</u>	<u>March 24, 2011</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>European</u>	<u>10817628</u>	<u>8/17/2010</u>	<u>EP 2478182</u>	<u>July 25, 2012</u>	<u>Hefley</u>	<u>EP Member States</u> <u>AL Albania</u> <u>AT Austria</u> <u>BE Belgium</u> <u>BG Bulgaria</u> <u>CH Switzerland</u> <u>CY Cyprus</u> <u>CZ Czech Republic</u> <u>DE Germany</u> <u>DK Denmark</u> <u>EE Estonia</u> <u>ES Spain</u> <u>FI Finland</u> <u>FR France</u> <u>GB United Kingdom</u> <u>GR Greece</u> <u>HR Croatia</u> <u>HU Hungary</u> <u>IE Ireland</u> <u>IS Iceland</u> <u>IT Italy</u> <u>LI Liechtenstein</u>

Schedule I to
Patent and Trademark Security Agreement

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>	<u>Inventor(s)</u>	<u>Brief Description</u>
							<u>LT Lithuania</u> <u>LU Luxembourg</u> <u>LV Latvia</u> <u>MC Monaco</u> <u>MK Former Yugoslav Republic of Macedonia</u> <u>MT Malta</u> <u>NL Netherlands</u> <u>NO Norway</u> <u>PL Poland</u> <u>PT Portugal</u> <u>RO Romania</u> <u>SE Sweden</u> <u>SI Slovenia</u> <u>SK Slovakia</u> <u>SM San Marino</u> <u>TR Turkey</u> <u>Extension States</u> <u>BA Bosnia and Herzegovina</u> <u>ME Montenegro</u> <u>RS Serbia</u>
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Israel</u>	<u>218685</u>	<u>8/17/2010</u>	<u>218685</u>	<u>May 31, 2012</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Australia</u>	<u>2010295930</u>	<u>8/17/2010</u>	<u>2010295930</u>	<u>3/24/2010</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for</u>	<u>Brazil</u>	<u>BR112012006109.7</u>	<u>8/17/2010</u>			<u>Hefley</u>	

Schedule I to
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<u>Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>							
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Chile</u>	<u>00682-2012</u>	<u>8/17/2010</u>			<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Super Heaters North Dakota LLC</u>	<u>China</u>	<u>2010800620</u> <u>76</u>	<u>8/17/2010</u>	<u>102947540</u>	<u>3/27/2013</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Super Heaters North Dakota LLC</u>	<u>Eurasia</u>	<u>2012007042</u> <u>7</u>	<u>8/17/2010</u>	<u>2012007042</u> <u>7</u>	<u>9/28/2012</u>	<u>Hefley</u>	<u>Eurasia Member States</u> <u>AZ Azerbaijan</u> <u>AM Armenia</u> <u>BY Belarus</u> <u>KZ Kazakstan</u> <u>KG Kyrgyzia</u> <u>MD Moldova</u> <u>RU Russia</u> <u>TJ Tajikistan</u> <u>TM</u> <u>Turkmenistan</u>
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method for Use in</u>	<u>Indonesia</u>	<u>W00 2012</u> <u>01438</u>	<u>8/17/2010</u>			<u>Hefley</u>	

Schedule I to
Patent and Trademark Security Agreement

<u>Title</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>	<u>Inventor(s)</u>	<u>Brief Description</u>
<u>Hydraulic Fracturing</u>							
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method for Use in Hydraulic Fracturing</u>	<u>Georgia</u>	<u>2010 12671</u>	<u>8/17/2010</u>			<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method for Use in Hydraulic Fracturing</u>	<u>India</u>	<u>3303/DELN P/2012</u>	<u>8/17/2010</u>			<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Mexico</u>	<u>MX/2012/003305</u>	<u>8/17/2010</u>	<u>MX/2012/003305</u>	<u>3/16/2012</u>	<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method for Use in Hydraulic Fracturing</u>	<u>Peru</u>	<u>000343-2012</u>	<u>8/17/2010</u>			<u>Hefley</u>	
<u>Water Heating Apparatus for Continuous Heated Water Flow and Method For Use In Hydraulic Fracturing assigned to Heat On-The-Fly, LLC</u>	<u>Ukraine</u>	<u>a201204896</u>	<u>8/17/2010</u>			<u>Hefley</u>	

Schedule I
Item B - Trademark Collateral

United States Trademarks

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>HEAT-ON-THE-FLY</u> assigned to Heat-on-The-Fly LLC	<u>77/723,004</u>	<u>4/27/2009</u>	<u>3811923</u>	<u>6/29/2010</u>
<u>HEAT-ON-THE-FLY logo</u> assigned to Heat-On-The-Fly, LLC <u>mark consisting of the word</u> <u>"HEAT" between two semi-</u> <u>circles above the words "ON</u> <u>THE FLY", which are</u> <u>separated by dots.</u>	<u>85/797,416</u>	<u>12/7/2012</u>		

International Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Brief Description</u>
<u>HEAT ON THE FLY</u> Assigned to <u>Heat-on-the Fly LLC</u>	<u>International</u>			<u>1166637</u>	<u>6/6/2013</u>	<u>Designating:</u> <u>Albania,</u> <u>Armenia,</u> <u>Australia,</u> <u>Azerbaijan,</u> <u>Bosnia,</u> <u>Belarus,</u> <u>China,</u> <u>Colombia,</u> <u>European Community,</u> <u>Georgia,</u> <u>Croatia,</u> <u>Israel,</u> <u>Iceland,</u> <u>Kazakhstan</u> <u>Kyrgyzstan,</u> <u>Macedonia,</u> <u>Mongolia,</u> <u>Mexico,</u> <u>Norway, New Zealand,</u> <u>Serbia,</u> <u>Russia,</u> <u>Tajikistan,</u> <u>Turkmenistan,</u> <u>Turkey,</u> <u>Ukraine,</u> <u>Uzbekistan</u>
<u>HEAT ON THE FLY</u> Assigned to <u>Heat-on-the Fly LLC</u>	<u>Australia</u>	<u>1166637</u>	<u>6/6/2013</u>	<u>1569272</u>	<u>10/18/2013</u>	
<u>HEAT ON THE FLY</u> Assigned to <u>Heat-on-the Fly LLC</u>	<u>New Zealand</u>	<u>1166637</u>	<u>6/6/2013</u>	<u>981087</u>	<u>12/10/2013</u>	

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Brief Description</u>
<u>HEAT ON THE FLY</u> <u>Assigned to Heat-on-the Fly LLC</u>	<u>Canada</u>	<u>1569010</u>	<u>7/19/2012</u>			
<u>HEAT ON THE FLY</u> <u>Assigned to Heat-on-the Fly LLC</u>	<u>Colombia</u>	<u>13</u> <u>170979</u>				

Schedule I to
Patent and Trademark Security Agreement