

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327413

<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>
Buckhorn Energy Services, LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	411 W. Lafayette St.		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86353347		
<b>Serial Number:</b>	86353341	BUCKHORN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349300121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	9417-2		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/Angela Alvarez Sujek/		
<b>DATE SIGNED:</b>	12/29/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 23, 2014 by Buckhorn Energy Services, LLC (the "Debtor") and Comerica Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, Debtor, Buckhorn Condensate Solutions, LLC, Buckhorn Energy Oaks Disposal Services, LLC, Oak's Disposal Services, LLC and Buckhorn-N Deep, LLC (collectively, the "Borrowers") have entered into that certain Revolving Credit Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") with each of the financial institutions from time to time party thereto (collectively, including their respective successors and permitted assigns, the "Lenders") and the Agent pursuant to which the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrowers, as provided therein;

B. WHEREAS, as required by the Credit Agreement, the Debtor (together with the other Borrowers) has executed and delivered that certain Security Agreement dated as of the date hereof by and among the Borrowers and the Secured Party (as amended, restated or otherwise modified from time to time, including by joinder, the "Security Agreement"); and

C. WHEREAS, as a condition to the making of the Advances (as defined in the Credit Agreement), the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the other Lenders to make Advances (as defined in the Credit Agreement) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Evidence of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby evidence and affirm to the Secured Party (for the benefit of the Lenders) a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all Trademark Licenses (as defined in the Security Agreement);

(b) all Trademarks (as defined in the Security Agreement), including without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof; and

(c) the Proceeds (as defined in the Security Agreement), in cash or otherwise, of any of the property described in the foregoing clauses (a) through (b) and all Liens, security, rights, remedies and claims of such Debtor with respect thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest evidenced hereby has been provided as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral evidenced hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, the remedies and choice of law provisions provided for therein) are incorporated by reference herein, *mutatis mutandis*, as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the Security Agreement.

SECTION 6. Counterparts. 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 by electronic transmission (including, without limitation, “.pdf”) shall have the same effect as delivery of a manually executed counterpart thereof.

**(Signatures Follow on Next Pages)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**BUCKHORN ENERGY SERVICES, LLC**


By: 

Name: Gary Ebel

Its: President and Chief Executive Officer


SECURED PARTY:

**COMERICA BANK**, as Agent

By:   
Name: Steven Colwick  
Title: Senior Vice President

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>(Class) Description of Services</b>	<b>Owner</b>	<b>Status</b>
Design Only (Add) 	86353347	7/31/2014	(42) Oil field fluid management and waste disposal services to the oil and natural gas industries	Buckhorn Energy Services, LLC	Pending
BUCKHORN	86353341	7/31/2014	(42) Oil field fluid management and waste disposal services to the oil and natural gas industries	Buckhorn Energy Services, LLC	Pending