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ETAS ID: TM457966

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank		01/10/2018	Bank Association: TEXAS

## **RECEIVING PARTY DATA**

Name:	Buckhorn Energy Services, LLC		
Street Address:	5613 DTC Parkway		
Internal Address:	Suite 800		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark		
Registration Number:	4726699			
Registration Number:	4726698	BUCKHORN		

# **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	060535-0002
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/12/2018

### **Total Attachments: 3**

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TRADEMARK REEL: 006249 FRAME: 0073

## RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, Comerica Bank, in its capacity as Administrative Agent for the Lenders (the "Secured Party") under that certain Revolving Credit Agreement, dated as of December 23, 2014 (as amended, modified, supplemented or restated), (the "Credit Agreement") entered into a Security Agreement with Buckhorn Energy Services, LLC ("BES") and certain other Credit Parties dated as of December 23, 2014 (as amended, modified, supplemented or restated (the "Security Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement, or if not defined therein, in the Credit Agreement.

WHEREAS, under the Security Agreement, the Debtors granted to the Secured Party a continuing security interest in and Lien on and collaterally assigned to the Secured Party for the benefit of the Lenders, certain Trademark Collateral, including without limitation those Trademarks set forth on <u>Schedule A</u> hereto owned by or accruing to BES and/or certain of its subsidiaries or affiliates as specified on such <u>Schedule A</u>.

WHEREAS pursuant to that certain Agreement (Trademark) dated as of December 23, 2014, recorded with the Assignment Recordation Branch of the U.S. Patent and Trademark Office on December 29, 2014 at Reel 005431, Frame 0139 (the "Notice of Grant"), BES and Secured Party acknowledged and provided notice to the U.S. Patent and Trademark Office concerning the grant of the security interest and Lien, including upon the Trademarks shown on Schedule A.

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Secured Party hereby releases and terminates, cancels and discharges its continuing security interest and Lien in the Trademark Collateral, including, without limitation, those Trademarks listed on <u>Schedule A</u> hereto.

The Secured Party shall, at Debtors' sole cost and expense, take all further actions and provide to Debtors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Debtors to more fully and effectively effectuate the purposes of this Release of Trademark Security Interest.

This Release of Trademark Security Interest shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, without reference to conflicts of law provisions.

[Signature Page Follows]

TRADEMARK
REEL: 006249 FRAME: 0074

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the 12th day of January, 2018.

SECURED PARTY:

COMERICA BANK, as Agent

Name: Steven Colwick

Title: Senior Vice President

STATE OF

COUNTY OF Jarrans

On January 10, 2018 before me, personally appeared Steven Colwick who being by me duly sworn, did say that he/she is a So Vice fresident of Comerica Bank and acknowledged said instrument to be his/her free act and deed and the free act and deed of Comerica Bank.

WITNESS my hand and official seal.

CHRISTINE MACK My Commission Expires October 31, 2018

Notary Public
My Commission Expires: October 31, 2018

**TRADEMARK** REEL: 006249 FRAME: 0075

# **SCHEDULE A**

# TRADEMARK COLLATERAL

Trademark	App. No.	App. Date	Registration Number	Registration Date	(Class) Description of Services	Owner	Status
Design Only	86353347	7/31/2014	4726699	4/28/2015	(42) Oil field fluid management and waste disposal services to the oil and natural gas industries	Buckhorn Energy Services, LLC	Registered
BUCKHORN	86353341	7/31/2014	4726698	4/28/2015	(42) Oil field fluid management and waste disposal services to the oil and natural gas industries	Buckhorn Energy Services, LLC	Registered

TRADEMARK REEL: 006249 FRAME: 0076

**RECORDED: 01/12/2018**