

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement recorded at Reel 6531/Frame 0082 and Reel 6625/Frame 0060

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		05/07/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	U.S. Well Services, LLC
Street Address:	770 South Post Oak Lane, Suite 405
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4992182	USWS U.S. WELL SERVICES
Registration Number:	4550632	CLEAN FLEET
Registration Number:	4988351	CLEAN FLEET
Registration Number:	5207373	SAND SHIELD
Registration Number:	5053592	FRACMD, MACHINE DIAGNOSTICS, MINIMIZING
Registration Number:	5661927	OPTI-FLEX
Registration Number:	5372680	LEAN 360 EFFICIENT SUCCESS, CONTINUOUS I
Serial Number:	87947068	PSM360 PROCESS SAFETY MANAGEMENT
Serial Number:	87947083	USAFEDRIVE
Serial Number:	87947097	F ³ FUEL REDUCING FUEL COSTS FIELD GAS ·C
Serial Number:	87889710	WHISPERFRAC REDUCING NOISE AND VIBRATION
Serial Number:	88002488	AIM ADVANCED IRON MANAGEMENT
Serial Number:	88200476	U USWS U.S. WELL SERVICES
Serial Number:	87947059	POWERPATH REMOTE ELECTRIC FRAC

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

TRADEMARK

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 93870-00002

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 05/07/2019

Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of May 7, 2019, and made by **U.S. Bank National Association, as administrative agent** (the "Grantee"), to **U.S. Well Services, LLC**, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain (i) Amended and Restated Guarantee and Collateral Agreement, dated as of February 2, 2017 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); and (ii) Trademark Security Agreement, dated as of January 7, 2019 (as amended, restated or otherwise modified through the date hereof, the "Trademark Security Agreement"), made by Grantor in favor of Grantee, a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on (i) January 8, 2019, at Reel 006531 Frame 0082, and (ii) April 8, 2019, at Reel 006625 Frame 0060; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement pursuant to Section 5 of the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:


1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademark Collateral listed on Schedule A hereto

2. Release of Security Interest. Grantee does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement and Trademark Security Agreement, in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Prital K. Patel
Title: Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

SCHEDULE A

See attached.

Trademarks:

Owner	Application No.	Filing Date	Mark	Registration No.	Registration Date
Borrower	86/796,549	10/22/2015	USWS U.S. WELL SERVICES And Design	4992182	7/5/2016
Borrower	86/056,378	9/5/2013	CLEAN FLEET	4,550,632	6/17/2014
Borrower	86/810,976	11/5/2015	CLEAN FLEET And Design	4,988,351	6/28/2016
Borrower	86/907,569	2/15/2016	SAND SHIELD And Design	5,207,373	5/23/2017
Borrower	86/908,375	2/15/2016	FRAC MD And Design	5053592	10/4/2016
Borrower	87/170,754	9/14/2016	OPTI-FLEX	5,661,927	1/22/2019
Borrower	87/170,845	9/14/2016	LEAN 360 And Design	5372680	1/9/2018

Trademark Applications:

Owner	Application No.	Filing Date	Mark
Borrower	87/947,068	6/4/2018	PSM360 PROCESS SAFETY MANAGEMENT & Design
Borrower	87/947,083	6/4/2018	USafeDrive & Design
Borrower	87/947,097	6/4/2018	F ³ Fuel Reducing Fuel Costs Field Gas CNG LNG & Design
Borrower	87/889,710	4/23/2018	WHISPERFRAC REDUCING NOISE AND VIBRATION
Borrower	88/002,488	6/15/2018	AIM ADVANCED IRON MANAGEMENT & Design
Borrower	88/200,476	11/20/2018	USWS-U & Design
Borrower	87/947,059	6/4/2018	POWERPATH REMOTE ELECTRIC FRAC & Design