

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NINE ENERGY SERVICE, INC.		01/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	UNITED STATES		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4253208	SCORPION COMPOSITE PLUGS	
Registration Number:	4460205	NINE ENERGY SERVICE	
Registration Number:	4464094	9 NINE	
Registration Number:	5051323		
Registration Number:	5051324	S	
Registration Number:	5741508	BREAKTHRU	
Registration Number:	5777572	SKYVIEW	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2435		
NAME OF SUBMITTER:	J. Jason Mull		

CH \$190.00 4253208

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/30/2023
Total Attachments: 5 source=Nine Energy-JPM - Trademark Security Agreement (ABL) [Executed]#page1.tif source=Nine Energy-JPM - Trademark Security Agreement (ABL) [Executed]#page2.tif source=Nine Energy-JPM - Trademark Security Agreement (ABL) [Executed]#page3.tif source=Nine Energy-JPM - Trademark Security Agreement (ABL) [Executed]#page4.tif source=Nine Energy-JPM - Trademark Security Agreement (ABL) [Executed]#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 30, 2023 is made by NINE ENERGY SERVICE, INC., a Delaware corporation, located at 2001 Kirby Drive, Suite 200, Houston, Texas 77019 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of October 25, 2018, as amended by that certain First Amendment to Credit Agreement dated as of January 30, 2023 (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower, Nine Energy Canada Inc. (the "Canadian Borrower"), the Lenders and Issuing Lenders party thereto from time to time, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, the Canadian Borrower, the Administrative Agent and the other parties party thereto from time to time have entered into the certain Intercreditor Agreement dated as of January 30, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time) with U.S. Bank Trust Company, National Association, as notes representative, in connection with the issuance of the Senior Secured Notes;

WHEREAS, in connection with 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 Lenders for the account of the Borrower or any subsidiary of the Borrower, the Grantor and the other grantors party thereto have executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of [January 30], 2023, in favor of the Administrative Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees 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 or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. 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 its right, title and interest in, to and under, all Trademark Collateral (as that term is defined in the Security Agreement, but excluding any Excluded Trademark Collateral), including, without limitation, those trademark registrations and trademark applications listed on Schedule A attached hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. 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 of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NINE ENERGY SERVICE, INC.

By: _____

Name: Guy Sirkes

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007955 FRAME: 0655

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: SBalette
Name: Stephanie Balette
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007955 FRAME: 0656

Schedule A

U.S. Trademark Registrations

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
Nine Energy Service, Inc.	SCORPION COMPOSITE PLUGS	12/4/2012	4,253,208	United States
Nine Energy Service, Inc.	NINE ENERGY SERVICE	12/31/2013	4,460,205	United States
Nine Energy Service, Inc.	9 NINE	1/7/2014	4,464,094	United States
Nine Energy Service, Inc.	[Design Only]	9/27/2016	5,051,323	United States
Nine Energy Service, Inc.	S	9/27/2016	5,051,324	United States
Nine Energy Service, Inc.	BREAKTHRU	4/30/2019	5,741,508	United States
Nine Energy Service, Inc.	SKYVIEW	6/11/2019	5,777,572	United States

U.S. Trademark Applications

None.