

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Express Energy Services Operating, LP	05/31/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	901 Main Street, 11th Floor
Internal Address:	Mail Code TX1-492-11-23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	12766079
Application Number:	12780459
Application Number:	12953197
PCT Number:	US2011033467
PCT Number:	US2011036454
Application Number:	13191588
Application Number:	13300998
PCT Number:	US2011061058
CORRESPONDENCE DATA	
Fax Number:	
Email:	efrazier@fulbright.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Erin Frazier
Address Line 1:	2200 Ross Ave.; Suite 2800

OP \$320.00 12766079

Address Line 4: Dallas, TEXAS 75206

ATTORNEY DOCKET NUMBER:

11001843

NAME OF SUBMITTER:

Erin Frazier

Total Attachments: 6  
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## **AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31<sup>st</sup> day of May, 2012, by and between **EXPRESS ENERGY SERVICES OPERATING, LP**, a Texas limited partnership ("Grantor") and **BANK OF AMERICA, N.A.**, a national banking association (the "Agent").

### **W I T N E S S E T H:**

WHEREAS, Grantor, Express Energy Services Ark, LP, a Texas limited partnership ("Express Ark"), Express Energy Services CT, LP, a Texas limited partnership ("Express CT"), Express Energy Services P & A, LP, a Texas limited partnership ("Express P & A") and Express Energy Services WL, LP, a Texas limited partnership ("Express WL", and together with Grantor, Express Ark, Express CT and Express P & A, each a "Borrower" and together the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and the Agent are parties to that certain Second Amended and Restated Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Grantor is party to that certain Patent Security Agreement, dated as of December 29, 2011, in favor of Bank of America, N.A. (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Original Patent Security Agreement");

WHEREAS, Grantor has agreed to amend and restate the Original Patent Security Agreement in its entirety upon the terms and conditions set forth herein;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Patent Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its patents and patent applications, including those referred to on Schedule I, and all inventions and improvements described and claimed therein;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any patent, including the right to receive damages.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. No failure of either party to modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Patent Security Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Patent Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

8. INCORPORATION OF LOAN AGREEMENT PROVISIONS. Sections 14.14 and 14.15 of the Loan Agreement are hereby incorporated into this Patent Security Agreement by reference and shall have the same force and effect as if expressly set forth herein.

9. RESTATEMENT, NO NOVATION, ETC. The terms and conditions of the Original Patent Security Agreement are amended as set forth in, and restated in its entirety and superseded by, this Patent Security Agreement. Nothing in this Patent Security Agreement shall be deemed to be or constitute a novation of any of the Liens, obligations and liabilities existing under the Original Patent Security Agreement. This Patent Security Agreement renews, extends and continues all Liens existing under the Original Patent Security Agreement. From and after the date hereof, each reference to the "Patent Security Agreement" or other reference originally applicable to the Original Patent Security Agreement contained in any Loan Document shall be a reference to this Patent Security Agreement, as amended, supplemented, restated or otherwise modified from time to time.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**EXPRESS ENERGY SERVICES  
OPERATING, LP**

By 

Name: James Davis

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT  
REEL: 028307 FRAME: 0334**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**BANK OF AMERICA, N.A.,  
as Agent**

By: 

Name: Laura Wieland

Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT  
REEL: 028307 FRAME: 0335**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Status</b>	<b>Type</b>	<b>Title</b>	<b>Filing Date</b>	<b>Application Serial No./ Publication No.</b>
Filed w/ USPTO	Utility: Non: provisional	Material Separator	4/23/2010	12/766,079 2011/0259836
Filed w/ USPTO	Utility: Non: provisional	Pushing or Pulling Device	5/14/2010	12/780,459 2011/0278514
Filed w/ USPTO	Utility: Non: provisional	Flow Back Recovery System	11/23/2010	12/953,197
Filed w/ WIPO	Utility: PCT	Material Separator	4/21/2011	PCT/US2011/033467
Filed w/ WIPO	Utility: PCT	Pushing and Pulling Device	5/3/2011	PCT/US2011/036454
Active w/USPTO	Utility: Continuation-in-Part	Pushing or Pulling Device	7/27/2011	13/191,588
Active	Utility: PCT	Flow Back Recovery System	11/16/2011	PCTUS2011/61058
Filed w/ USPTO	Utility: Continuation-in-Part	Pushing or Pulling Device	11/21/2011	13/300,998
Unfiled	Utility: Non-Provisional	Dual Stage Flow Back Recovery System		
Unfiled	Utility: Non-Provisional	Yoke Assembly for Casing Running Tool		
Unfiled	Utility: Non-Provisional	Tubing Pipe Protector		