

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3197830

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MCCLINTON ENERGY GROUP, L. L. C.		11/12/2014
RECEIVING PARTY DATA		
Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	TWO TOWER CENTER BOULEVARD	
City:	EAST BRUNSWICK	
State/Country:	NEW JERSEY	
Postal Code:	08816	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	8336616	
Patent Number:	8443898	
Patent Number:	8448701	
Patent Number:	8490689	
Patent Number:	8590616	
Patent Number:	8839855	
Patent Number:	8882336	
Application Number:	13595969	
Application Number:	13595973	
Application Number:	13595966	
Application Number:	13953913	
Application Number:	13923221	
Application Number:	13402839	
Application Number:	62007698	
Application Number:	14162389	
Application Number:	14477529	
Application Number:	14518756	
CORRESPONDENCE DATA		
Fax Number:	(225)343-3076	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2144452445
Email: dpatty@mcglinchey.com, jhartdegen@mcglinchey.com
Correspondent Name: MCGLINCHEY STAFFORD, PLLC
Address Line 1: 2711 N. HASKELL AVENUE
Address Line 2: SUITE 2750, LB 38
Address Line 4: DALLAS, TEXAS 75204

ATTORNEY DOCKET NUMBER:	019839.0003
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NAME OF SUBMITTER:	R. ANDREW PATTY II
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SIGNATURE:	/R. Andrew Patty II/
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DATE SIGNED:	01/26/2015
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of November 12, 2014 by and between McCLINTON ENERGY GROUP, L. L. C., a Texas limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), acting in its capacity as administrative agent for certain lending institutions pursuant to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, owns certain "Patents" (as defined below);

WHEREAS, pursuant to the terms of that certain Revolving Credit and Security Agreement, dated as of November 12, 2014, among Grantor and Grantee and the lending institutions party thereto (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), Grantor has granted to Grantee for the benefit of the lending institutions that are party to the Credit Agreement a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations;

WHEREAS, all capitalized terms used in this Agreement, but not defined herein will have the meaning given to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure the Obligations:

Grantor hereby grants to Grantee a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Patent (including each design patent and patent application) in which Grantor has any interest;

(b) each Patent License in which Grantor has any interest; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including, without limitation, any design patent and any Patent issuing from any application referred to in Schedule 1 hereto) and all rights and benefits of Grantor under any Patent license.

As used herein:

"Patents" means all now existing or hereafter in existence:

(a) letters patent and design letters patent of the United States or any other country and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, or any political subdivision thereof, including, without limitation, those described in Schedule 1 hereto;

(b) reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof;

(c) claims for, and rights to sue for, past or future infringements of any of the foregoing;

(d) income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements thereof; and

(e) license or other agreement under which is granted or authorized any right with respect to any patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence.


Except to the extent expressly allowed in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

This security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Credit Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Grantee with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12th day of November, 2014.

McCLINTON ENERGY GROUP, L. L. C.

By: _____
David Klvac
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION

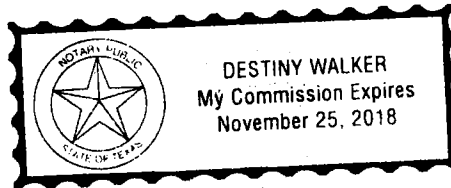
By: _____
Chad Greene
Relationship Manager

STATE OF TEXAS

COUNTY OF Tarrant

On this 12 day of NOVEMBER, 2014, before me personally and in presence of the witness signing hereto came DAVID KIRAC, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of McClinton Energy Group, L. L. C. the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of such limited liability company.

Notary Public

[illegible]

On this ____ day of _____, 2014, before me personally came Chad Greene, to me known, who, being by me duly sworn, did depose and say that he is the Relationship Manager of PNC Bank, National Association, and that he was authorized to sign his name to the foregoing instrument.


Notary Public

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12th day of November, 2014.

McCLINTON ENERGY GROUP, L. L. C.

By: _____
David Klvac
Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION

By:  _____
Chad Greene
Relationship Manager


STATE OF TEXAS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2014, before me personally and in presence of the witness signing hereto came _____, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of McClinton Energy Group, L. L. C. the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of such limited liability company.

Notary Public

STATE OF TEXAS §
COUNTY OF DALLAS §

On this 12 day of November, 2014, before me personally came Chad Greene, to me known, who, being by me duly sworn, did depose and say that he is the Relationship Manager of PNC Bank, National Association, and that he was authorized to sign his name to the foregoing instrument.



Notary Public



SCHEDULE 1 TO PATENT SECURITY AGREEMENT

PATENTS

A. U.S. Patents

Patent No.	Issue Date	Title
8,336,616	12/25/2012	Frac Plug
8,443,898	05/21/2013	Wellhead Safety Device
8,448,701	05/28/2013	Wellhead Protection Tool
8,490,689	07/23/2013	Bridge Style Fractionation Plug
8,590,616	11/26/2013	Caged Ball Fractionation Plug
8,839,855	09/23/2014	Modular Changeable Fractionation Plug
8,882,336	11/11/2014	Hydro-Blender

B. U.S. Patent Applications

Serial No.	Date Filed	Title
13/595,969	8/27/2012	Portable Storage Unit For Storing Fluid Particulates
13/595,973	8/27/2012	Moveable Data Collection Station
13/595,966	8/27/2012	Containment Skid Mounted High Pressure Hydraulic Fracturing System
13/953,913	7/30/2013	Caged Ball Fractionation Plug
13/923,221	6/20/2013	Double Sealing Mandrel
13/402,839	2/22/2012	Fractionation Plug Made Using A Glass And Epoxy Composite
62/007,698	06/04/2014	Decomposable Extended-Reach Frac Plug, Decomposable Slip
14/162,389	1/23/2014	Segmented Locking Ring For A Wellhead
14/477,529	9/04/2014	Modular Changeable Fractionation Plug
14/518,756	10/20/2014	Hydro-Blender