

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3758591

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NCS MULTISTAGE, INC. (F/K/A NCS OILFIELD SERVICES CANADA, INC.)	02/24/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	1000 LOUISIANA
<b>Internal Address:</b>	9TH FLOOR
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8794331
Patent Number:	8931559
Application Number:	14321558
Application Number:	14560891
Application Number:	13930683
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(302)636-5454
<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>	
<b>Phone:</b>	202-408-3121 X62348
<b>Email:</b>	usptocommunications@cscinfo.com
<b>Correspondent Name:</b>	CORPORATION SERVICE COMPANY
<b>Address Line 1:</b>	1090 VERMONT AVENUE NW, SUITE 430
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	036366
<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	02/26/2016

**Total Attachments: 9**

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## SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Supplement to Patent and Trademark Security Agreement dated as of February 24, 2016 (this “**Supplement**”) is made by and among NCS MULTISTAGE, INC. (f/k/a NCS Oilfield Services Canada, Inc.), NCS Multistage, LLC (f/k/a NCS Energy Services, LLC) (each being a subsidiary of the Parent (as defined below) and referred to herein individually, as a “**Grantor**” and, collectively, as the “**Grantors**”), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the PTS Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

### Preliminary Statement

Reference is made to that certain (i) Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among Pioneer Investment, Inc., a Delaware corporation, Pioneer Intermediate, Inc., a Delaware corporation (the “**Parent**”), the lenders party thereto from time to time, the Administrative Agent, as an issuing lender and as swing line lender and HSBC Bank Canada, as an issuing lender, (ii) Pledge and Security Agreement dated as of August 7, 2014 (as the same may be amended and in effect from time to time, the “**Pledge and Security Agreement**”) among the grantors party thereto from time to time in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined therein), and (iii) Patent and Trademark Security Agreement dated as of August 7, 2014 among the Grantors and the Administrative Agent for the ratable benefit of the Secured Parties (as the same may be amended and in effect from time to time, the “**PTS Agreement**”).

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on **Schedule I** annexed hereto and by this reference incorporated herein.

Pursuant to the Pledge and Security Agreement, the Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on **Schedule I** attached hereto, to secure the payment of all Secured Obligations.

### Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the “**Additional Patent and Trademark Collateral**”):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in **Schedule I**, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in **clause (i)**, (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in **clauses (i)** and **(ii)** above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and

proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license; and

(b) (A)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in **Schedule I**, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any office or agency of the United States of America or Canada, or any State or province thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “**Trademark**”), (B) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (C) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **clause (A)**, and to the extent applicable **clause (B)**, (D) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in **clause (A)** and, to the extent applicable, **clause (B)**, and (E) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

(c) all rights with respect to the foregoing, including the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit, which are owned or licensed by a Grantor.

Section 1.2 Notwithstanding anything to the contrary contained in **Section 1.1** and other than to the extent set forth in this **Section 1.2**, the Excluded Collateral shall be excluded from the lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.3 This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement and the PTS Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Additional Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 1.4 Each Grantor hereby agrees that the schedules attached to the PTS Agreement are hereby supplemented by the corresponding schedules attached to this Supplement.

Section 1.5      Except as expressly supplemented hereby, the PTS Agreement shall remain in full force and effect.

Section 1.6      This Supplement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. This security interest is granted in conjunction with the security interests granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the PTS Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

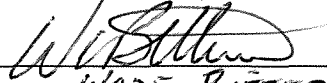
Section 1.7      The Grantors authorize and request that the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any other applicable government officer record this Supplement.

[Remainder of this page intentionally left blank. Signature pages to follow.]

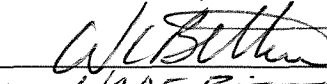
IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Supplement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTORS:**

**NCS MULTISTAGE, LLC**

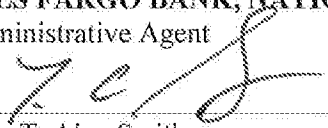
By:   
Name: WADE BITTER  
Title: CFO

**NCS MULTISTAGE, INC.**

By:   
Name: WADE BITTER  
Title: CFO

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: T. Alan Smith  
Title: Managing Director

SCHEDULES:

Schedule I      Item A-Patent Collateral  
                      Item B-Trademark Collateral

**Schedule I**  
**Item A – Patent Collateral**

**U.S. Patents and Patent Applications**

<b>Jurisdiction</b>	<b>Owner</b>	<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Application Date</b>
US	NCS Oilfield Services Canada Inc.	Tools and methods for use in completion of a wellbore	Patent No. 8,794,331  Application No. 13/100,796	Issue Date 08/05/2014  Filing Date 05/04/2011
US	NCS Oilfield Services Canada Inc.	Downhole isolation and depressurization tool	Patent No. 8,931,559  Application No. 13/709,908	Issue Date 01/13/2015  Filing Date 12/10/2012
US	NCS Oilfield Services Canada Inc.	Fracturing valve	Application No. 14321558	Filing Date 07/01/2014
US	NCS Oilfield Services Canada Inc.	Fracturing valve and fracturing tool string	Application No. 14560891	Filing Date 12/04/2014
US	NCS Oilfield Services Canada Inc.	Casing float tool	Application No. 13930683	Filing Date 06/28/2013

**Canadian Patents and Patent Applications**

<b>Jurisdiction</b>	<b>Owner</b>	<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Application Date</b>
Canada	NCS Multistage Inc.	Frac ball and hydraulic fracturing system	CA 2886527	03/30/2015
Canada	NCS Oilfield Services Canada Inc.	Tools and methods for use in completion of a Wellbore	CA 2904548	05/04/2011

Schedule I to Supplement to  
Patent and Trademark Security Agreement  
(Pioneer Investment, Inc.)



<b>Jurisdiction</b>	<b>Owner</b>	<b>Title</b>	<b>Patent No./ Publication No./ Application No.</b>	<b>Issue Date/ Application Date</b>
Canada	NCS Oilfield Services Canada Inc.	Fracturing valve	CA 2820704	07/10/2013
Canada	NCS Oilfield Services Canada Inc.	Fracturing valve and fracturing tool string	CA 2873541	12/04/2014
Canada	NCS Oilfield Services Canada Inc.	Fracturing valve	CA 2856184	07/09/2014
Canada	NCS Oilfield Services Canada Inc.	Apparatus, system and method for treating a reservoir using re-closeable sleeves	CA 2859813	08/19/2014

**Item B - Trademark Collateral**

**U.S. Trademarks and Trademark Applications**

<b>Jurisdiction</b>	<b>Owner</b>	<b>Trademark</b>	<b>Registration No./ Serial No./ Application No.</b>	<b>Registration Date/ Filing Date/ Application Date</b>
US	NCS Multistage LLC	INSTAFRAC	Registration No. 4718829  Serial No. 86003869	Registration Date 04/14/2015  Filing Date 07/08/2013

**Canadian Trademarks and Trademark Applications**

<b>Jurisdiction</b>	<b>Owner</b>	<b>Trademark</b>	<b>Registration No./ Serial No./ Application No.</b>	<b>Registration Date/ Filing Date/ Application Date</b>
Canada	NCS Multistage LLC	NCS Multistage logo	Application No. 1708566	Application Date 12/22/2014
Canada	NCS Multistage LLC	BALLSHIFT	Application No. 1685432	Application Date 07/16/2014
Canada	NCS Multistage LLC	MULTICYCLE	Application No. 1732650	Application Date 06/12/2015
Canada	NCS Multistage LLC	Blue Anchor Seal	Application No. 1756254	Application Date 11/24/2015
Canada	NCS Multistage LLC	SHIFT FRAC CLOSE	Application No. 1714176	Application Date 02/06/2015
Canada	NCS Multistage LLC	LIVESIM	Application No. 1747688	Application Date 09/25/2015
Canada	NCS Multistage LLC	The Technology	Application No. 1708565	Application Date 12/22/2014
Canada	NCS Energy Services, LLC	SIMPLESTART	Registration No. TMA925914  Application No. 1685441	Registration Date 01/13/2016  Application Date 07/16/2014
Canada	NCS Energy Services, LLC	Floor Drive	Application No. 1691873	Application Date 08/29/2014
Canada	NCS Energy Services, LLC	VECTOR-1	Application No. 1685471	Application Date 07/16/2014

<b>Jurisdiction</b>	<b>Owner</b>	<b>Trademark</b>	<b>Registration No./ Serial No./ Application No.</b>	<b>Registration Date/ Filing Date/ Application Date</b>
Canada	NCS Energy Services, LLC	NCS	Registration No. TMA920897  Application No. 1685496	Registration Date 11/20/2015  Application Date 07/16/2014
Canada	NCS Energy Services, LLC	VECTOR-MAX	Application No. 1685464	Application Date 07/16/2014

Schedule I to Supplement to  
Patent and Trademark Security Agreement  
(Pioneer Investment, Inc.)

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**RECORDED: 02/26/2016**

**PATENT**  
**REEL: 037841 FRAME: 0011**