

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3761528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (RELEASES RF 035624-0928)
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	12/31/2015

RECEIVING PARTY DATA

Name:	TELLUS OILFIELD INC.
Street Address:	8760 WESTPARK DRIVE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77063

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13837665

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0124
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	02/29/2016

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “*Release*”) is made as of December 31, 2015, granted by Bank of America, N.A., in its capacity as administrative agent (in such capacity, the “*Administrative Agent*”) pursuant to that certain U.S. Security Agreement, dated as of March 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) by and among C&J Energy Services, Inc., a Delaware corporation (“*Energy*”), C&J Well Services, Inc. (formerly known as Nabor Completion & Production Services Co.), a Delaware corporation (“*Well*”), C&J Spec-Rent Services, Inc., an Indiana corporation (“*Spec-Rent*”), Total E&S, Inc., an Indiana corporation (“*Total*”), Tellus Oilfield Inc., a Delaware corporation (“*Tellus*”) and ESP Completion Technologies LLC, a Texas limited liability company (“*ESP*”), (each, a “*Grantor*,” and collectively, the “*Grantors*”), the Borrowers and certain other Grantors party thereto from time to time and the Administrative Agent, for the holders of the Secured Obligations. Capitalized terms used herein have the meanings attributed thereto in the Security Agreement unless otherwise defined herein.

WHEREAS, Well and the Administrative Agent entered into that certain Trademark Security Agreement Supplement, dated as of March 24, 2015 (the “*Well Trademark Security Agreement*”), which was recorded in the U.S. Patent and Trademark Office on April 1, 2015, at reel/frame 5489/0620, whereby Well granted to the Administrative Agent a security interest in all of Well’s right, title and interest in the Collateral (as defined in the Well Trademark Security Agreement), including the trademark registrations and applications listed on Exhibit A-1 hereto (the “*Released Well Trademarks*”);

WHEREAS, Energy and the Administrative Agent entered into that certain Trademark Security Agreement Supplement, dated as of May 8, 2015 (the “*Energy Trademark Security Agreement*”), which was recorded in the U.S. Patent and Trademark Office on May 8, 2015, at reel/frame 5513/0185, whereby Energy granted to the Administrative Agent a security interest in all of Energy’s right, title and interest in the Collateral (as defined in the Energy Trademark Security Agreement), including the trademark registrations and applications listed on Exhibit A-2 hereto (the “*Released Energy Trademarks*”);

WHEREAS, Spec-Rent and the Administrative Agent entered into that certain Trademark Security Agreement Supplement, dated as of May 8, 2015 (the “*Spec-Rent Trademark Security Agreement*”), which was recorded in the U.S. Patent and Trademark Office on May 8, 2015, at reel/frame 5513/0171, whereby Spec-Rent granted to the Administrative Agent a security interest in all of Spec-Rent’s right, title and interest in the Collateral (as defined in the Spec-Rent Trademark Security Agreement), including the trademark registrations and applications listed on Exhibit A-3 hereto (the “*Released Spec-Rent Trademarks*”);

WHEREAS, the Well and the Administrative Agent entered into that certain Patent Security Agreement Supplement, dated as of March 24, 2015 (the “*Well Patent Security Agreement*”), which was recorded in the United States Patent and Trademark Office on April 1, 2015 at reel/frame 035310/0163, whereby Well granted to the Administrative Agent a security interest in all of Well’s right, title and interest in the Collateral (as defined in the Well Patent Security Agreement), including the patents and patent applications listed on Exhibit B-1 hereto (the “*Released Well Patents*”);

WHEREAS, Total and the Administrative Agent entered into that certain Patent Security Agreement Supplement, dated as of May 8, 2015 (the “*Total Patent Security Agreement*”), which was recorded in the United States Patent and Trademark Office on May 8, 2015 at reel/frame 035624/0938, whereby Total granted to the Administrative Agent a security interest in all of Total’s right, title and interest in the Collateral (as defined in the Total Patent Security Agreement), including the patents and patent applications listed on Exhibit B-2 hereto (the “*Released Total Patents*”);

WHEREAS, Tellus and the Administrative Agent entered into that certain Patent Security Agreement, dated as of May 8, 2015 (the “*Tellus Patent Security Agreement*”), which was recorded in the United States Patent and Trademark Office on May 8, 2015 at reel/frame 035624/0928, whereby Tellus granted to the Administrative Agent a security interest in all of Tellus’s right, title and interest in the Collateral (as defined in the Tellus Patent Security Agreement), including the patents and patent applications listed on Exhibit B-

3 hereto (the “**Released Tellus Patents**”);

WHEREAS, Spec-Rent and the Administrative Agent entered into that certain Patent Security Agreement Supplement, dated as of May 8, 2015 (the “**Spec-Rent Patent Security Agreement**”), which was recorded in the United States Patent and Trademark Office on May 8, 2015 at reel/frame 033428/0717, whereby Spec-Rent granted to the Administrative Agent a security interest in all of Spec-Rent’s right, title and interest in the Collateral (as defined in the Spec-Rent Patent Security Agreement), including the patents and patent applications listed on Exhibit B-4 hereto (the “**Released Spec-Rent Patents**”);

WHEREAS, ESP and the Administrative Agent entered into that certain Patent Security Agreement Supplement, dated as of July 9, 2015 (the “**ESP Patent Security Agreement**”), which was recorded in the United States Patent and Trademark Office on July 9, 2015 at reel/frame 036086/0597, whereby ESP granted to the Administrative Agent a security interest in all of ESP’s right, title and interest in the Collateral (as defined in the ESP Patent Security Agreement), including the patents and patent applications listed on Exhibit B-5 hereto (the “**Released ESP Patents**,” and collectively with the Released Well Trademarks, the Released Energy Trademarks, the Released Spec-Rent Trademarks, the Released Well Patents, the Released Total Patents, the Released Tellus Patents, and the Released Spec-Rent Patents, the “**Released Collateral**”)

WHEREAS, in accordance with the applicable provisions of the Credit Agreement (as amended, restated, supplemented or modified from time to time), the Grantors have requested and the Administrative Agent has agreed to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of Grantors’ right, title and interest in, to and under the Released Collateral;

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

1. Release of Security Interest. The Administrative Agent hereby releases, discharges, relinquishes, terminates, and dissolves its security interest in the Released Collateral, and any right, title or interest of the Administrative Agent in such Released Collateral shall hereby cease and become void. For the avoidance of any doubt, the release, discharge, relinquishment, termination and dissolution hereunder shall be limited only and solely to the Released Collateral, and shall not apply in any respect to any other Collateral (as defined in the Credit Agreement). The Administrative Agent reserves and retains its security interest (and any other right, title or interest) in and to all such other Collateral.

2. Further Assurances. The Administrative Agent agrees to execute and deliver to each Grantor any and all further documents and instruments, and do any and all further acts which such Grantor (or its agents or designees) reasonably request (at such Grantor’s sole cost and expense) in order to confirm this Release.

3. Recordation of Release. The Administrative Agent hereby authorizes each Grantor or its authorized representative to record this Release with the United States Patent and Trademark Office.

4. Applicable Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

5. Electronic Execution. This Release may be executed by facsimile transmission or other electronic transmission.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

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

By: 
Name: **Rosanne Parsill**
Title: **Vice President**

[IP Release]

PATENT
REEL: 037959 FRAME: 0010

EXHIBIT A
Released Trademarks

A-1

Grantor	Mark	Application No.	Filing Date	Registration No.	Registration Date
C&J Well Services, Inc.	Gammafrac	86379208	8/27/14	4,719,837	8/14/15

A-2

Grantor	Mark	Application No.	Filing Date	Registration No.	Registration Date
C&J Energy Services, Inc.	C J (stylized letters)	77/118923	2/28/07	3,347,157	12/04/07
C&J Energy Services, Inc.	C&J Globe Design (United States)	85/782,332	11/19/12	4,375,366	07/30/13
C&J Energy Services, Inc.	C, J, C&J ENERGY SERVICES & Globe Design (United States)	85/782,329	11/19/12	4,375,365	07/30/13
C&J Energy Services, Inc.	<i>Design only</i>	85782979	11/19/12	4371541	07/23/13
C&J Energy Services, Inc.	BRT	85782984	11/19/12	4371542	07/23/13
C&J Energy Services, Inc.	Blue Ribbon Technology	85782991	11/19/12	4371543	07/23/13

A-3

Grantor	Mark	Application No.	Filing Date	Registration No.	Registration Date
C&J Spec-Rent Services, Inc.	Casedhole Solutions	86/161,831	01/09/14	4,604,703	09/16/14

EXHIBIT B
Released Patents

B-1

Grantor	Title	Application No.	Filing Date	Grant Date	Patent No.
C&J Well Services, Inc.	Boron Containing Oilwell Fracturing Fluid	61/974,558	04/03/14	N/A	N/A
C&J Well Services, Inc.	Linkage assembly for drilling or mobile well servicing rig braking system	12/972/017	12/17/10	08/06/13	8,499,901
C&J Well Services, Inc.	Pump Iron Restraint System	12/424,289	04/15/09	03/13/12	8,132,595

B-2

Grantor	Title	Application No.	Filing Date	Grant Date	Patent No.
Total E&S, Inc.	Coiled tubing handling apparatus	08/823,786	03/24/97	07/07/98	5775417

B-3

Grantor	Title	Application No.	Filing Date	Grant Date	Patent No.
Tellus Oilfield Inc.	Drilling system, biasing mechanism and method for directionally drilling a borehole	13/837,665	03/15/13	N/A	N/A

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Grantor	Title	Application No.	Filing Date	Grant Date	Patent No.
C&J Spec-Rent Services, Inc.	Downhole sequentially-firing casing perforating gun with electronically-actuated wireline release mechanism, and actuation circuit therefor	12/565,503	09/23/09	09/11/12	8,264,814
C&J Spec-Rent Services, Inc.	Method and apparatus for axially displacing coiled tubing while minimizing fatigue	14/018,093	09/04/13	05/27/14	8,733,457

B-5

Grantor	Title	Application No.	Filing Date	Grant Date	Patent No.
ESP Completion Technologies LLC	Downhole modular y-tool	13927178	6/26/2013	N/A	N/A
ESP Completion Technologies LLC	Methods and apparatus for sensing in wellbores	14090413	11/26/2013	N/A	N/A