

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3761751

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BASIC ENERGY SERVICES, L.P.	02/26/2016
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION	
Street Address:	214 NORTH TRYON STREET, 27TH FLOOR	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	12719372	
Application Number:	14176335	
Patent Number:	8647598	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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>		
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Correspondent Name:	JOANNA MCCALL	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
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ATTORNEY DOCKET NUMBER:	F161543	
NAME OF SUBMITTER:	CHELSEA RODSTROM	
SIGNATURE:	/Chelsea Rodstrom/	
DATE SIGNED:	03/01/2016	
Total Attachments: 4		
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PATENT SECURITY AGREEMENT SUPPLEMENT

February 26, 2016

WHEREAS, Basic Energy Services, L.P. a limited partnership (herein referred to as the **"Debtor"**), whose address is 801 Cherry Street, Suite 2100, Fort Worth, TX 76102, owns the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1-A annexed hereto as part hereof (the **"Patents"**);

WHEREAS, Basic Energy Services, Inc., a Delaware corporation (the **"Borrower"**), has entered into the Term Loan Credit Agreement dated as of February 17, 2016 (as amended, restated or otherwise modified from time to time, the **"Credit Agreement"**) with the financial institutions from time to time party thereto (the **"Lenders"**), and U.S. Bank National Association, in its capacity as administrative agent (in such capacity, the **"Administrative Agent"**).

WHEREAS, in connection with the Credit Agreement, the Borrower, the Debtor, and certain other subsidiaries of the Borrower have entered into a Security Agreement dated as of February 26, 2016 (as amended or otherwise modified from time to time, the **"Security Agreement"**) in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), a security interest in all right, title and interest of the Debtor in and to the Patents, together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings 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, all whether now or hereafter owned or licensable by the Debtor, and all reissues, continuations, continuations-in-part, term restorations or extensions thereof, all Patent Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof for the full term of the Patents (the **"Collateral"**), to secure the prompt payment, performance and observance of the Secured Obligations;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the grant of and security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is 214 N. Tryon Street, 27th Floor Charlotte, NC 28202.

IN WITNESS WHEREOF, Basic Energy Services, L.P. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the date first set forth above.

BASIC ENERGY SERVICES, L.P.

By: 
Name: Alan Krenck
Title: Senior Vice President, Chief
Financial Officer, Treasurer
and Secretary

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By:

Name:

Title:

James A. Hanley
Vice President

SCHEDULE 1-A

TO THE PATENT SECURITY AGREEMENT SUPPLEMENT

Pending

1. Patent Pending: Apparatus and Methods for Producing Chlorine Dioxide
Inventors: Kristian E. Grimland and John Charles Sokol
Assignee: Basic Energy Services, L.P. recorded on
February 11, 2014
Serial Number: 12/719,372
Filed: March 8, 2010
Docket #: 5626/11(a)
2. Patent Pending: Apparatus and Methods for Producing Chlorine Dioxide
Inventors: Kristian E. Grimland and John Charles Sokol
Assignee: Basic Energy Services, L.P. recorded on
February 11, 2014
Serial Number: 14/176,335
Filed: March 8, 2010
Docket #: 5626/11(a)

Patent

2. Patent: Apparatus and Methods for Producing Chlorine Dioxide
Inventors: Kristian E. Grimland and John Charles Sokol
Patent No.: 8,647,598 B2
Issue Date of Patent: February 11, 2014
Assignee: Basic Energy Services, L.P. recorded on
February 11, 2014