

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5170075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BASIC ENERGY SERVICES, L.P.	10/02/2018
RECEIVING PARTY DATA	
Name:	UMB BANK, N.A.
Street Address:	5555 SAN FELIPE STREET
Internal Address:	SUITE 870
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8647598
Patent Number:	9504985
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	shill@velaw.com
Correspondent Name:	SEAN M. HILL
Address Line 1:	1001 FANNIN STREET, SUITE 2500
Address Line 2:	VINSON & ELKINS LLP
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	BAN180-13004
NAME OF SUBMITTER:	SEAN M. HILL
SIGNATURE:	/Sean M. Hill/
DATE SIGNED:	10/02/2018
Total Attachments: 5	
source=Patent Security Agreement - Basic Energy Services L.P. (Executed)#page1.tif	
source=Patent Security Agreement - Basic Energy Services L.P. (Executed)#page2.tif	
source=Patent Security Agreement - Basic Energy Services L.P. (Executed)#page3.tif	
source=Patent Security Agreement - Basic Energy Services L.P. (Executed)#page4.tif	

PATENT SECURITY AGREEMENT SUPPLEMENT

October 2, 2018

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 “**Issuer**”), has entered into that certain Indenture dated as of the date hereof, among certain subsidiaries of the Issuer, as guarantors (collectively, with the Issuer, the “**Grantors**”) and UMB Bank, N.A. as indenture trustee and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”); and

WHEREAS, in connection with the Indenture (i) the Debtor, the other Grantors, UMB Bank, N.A., as indenture trustee and as collateral agent (the “**Collateral Agent**”) and certain other parties have entered into a Collateral Agency Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the “**Collateral Agency Agreement**”) and (ii) the Debtor, the other Grantors and the Collateral Agent have entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which, among other things, the Debtor has granted to the Collateral Agent, for the benefit of the holders of the Priority Lien Obligations (as defined in the Collateral Agency 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 or any other jurisdiction 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 of any of the foregoing, including, without limitation, any claims by the Debtor against third parties for infringement or other violation of any of the foregoing for the full term of the Patents (collectively, the “**Collateral**”), to secure the prompt payment, performance and observance of the Priority Lien 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 Collateral Agent of a security interest in all of Debtor’s right, title and interest in, to and under all of the Collateral to secure the prompt payment, performance and observance of the Priority Lien Obligations.

The Debtor does hereby further acknowledge and affirm that this Patent Security Agreement Supplement is intended to supplement the Security Agreement and in the case of any conflict between the terms hereof and thereof, the terms of the Security Agreement shall control. The Debtor does hereby further acknowledge and affirm the rights and remedies of the Collateral

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 (including, without limitation, those provisions relating to governing law, submission to jurisdiction, waiver of jury trial, indemnification and expense reimbursement) are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is Corporate Trust Services, 5555 San Felipe Street, Suite 870 Houston, Texas 77056.

[Signature page follows.]

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

BASIC ENERGY SERVICES, L.P.

By: **BASIC ENERGY SERVICES GP, LLC**,
its General Partner

By: 

Name: T. M. "Roe" Patterson

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement Supplement]

PATENT
REEL: 047042 FRAME: 0610

Accepted and Agreed:

UMB BANK, N.A.
as Collateral Agent

By: 

Name: Shazia Flores

Title: Vice President

[Signature Page to Patent Security Agreement Supplement]

PATENT
REEL: 047042 FRAME: 0611

SCHEDULE 1-A
TO THE PATENT SECURITY AGREEMENT SUPPLEMENT

Patents

1. Patent: 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
Patent No.: 8,647,598 B2
Issue Date of Patent: February 11, 2014

2. Patent: Apparatus and Methods for Producing Chlorine Dioxide
Inventors: Kristian E. Grimland and John Charles Sokol
Assignee: Basic Energy Services, L.P. recorded on October 26, 2016
Patent No.: 9,504,985
Issue Date of Patent: November 29, 2016