

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6691492

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BASIC ENERGY SERVICES, L.P.	05/03/2021
C&J WELL SERVICES, INC.	05/03/2021
RECEIVING PARTY DATA	
Name:	CANTOR FITZGERALD SECURITIES
Street Address:	110 E. 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9504985
Patent Number:	8647598
Patent Number:	9816319
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>	
Phone:	800-494-5225
Email:	ipteam@coagencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1366726 PAT
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	05/04/2021
Total Attachments: 3	
source=Patent Security Agreement#page2.tif	
source=Patent Security Agreement#page3.tif	

PATENT SECURITY AGREEMENT

May 3, 2021

WHEREAS, Basic Energy Services, L.P., a limited partnership and C&J Well Services, Inc., a Delaware corporation (herein referred to as the “**Debtors**” and each a, “**Debtor**”), own the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1 hereto (the “**Patents**”);

WHEREAS, Basic Energy Services, Inc., a Delaware corporation (the “**Borrower**”), has entered into that certain Super Priority Credit Agreement dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the term loan lenders from time to time party thereto and Cantor Fitzgerald Securities as administrative agent (in such capacity, the “**Administrative Agent**”); and

WHEREAS, in connection with the Credit Agreement, the Borrower, certain subsidiaries of the Borrower, as guarantors (collectively, with the Borrower, the “**Grantors**”) and the Administrative Agent have entered into a Security Agreement dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which, among other things, each 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 such Debtor in and to such Debtor’s right, title and interest in, to and under all 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 such 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 such Debtor against third parties for infringement or other violation of any of the foregoing for the full term of the Patents (collectively, the “**Patent 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, each Debtor does hereby further confirm, and put on the public record, its grant to the Administrative Agent of a security interest in all such Debtor’s right, title and interest in, to and under all of the Patent Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Debtor does hereby further acknowledge and affirm that this Patent Security Agreement 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. Each Debtor does hereby further acknowledge and affirm the rights and remedies of the Administrative Agent with respect to the grant of and security interest in the Patent 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 Administrative Agent’s address is Cantor Fitzgerald Securities, as Administrative Agent, 110 East 59th Street, New York, NY 10022.


[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have duly executed or caused this Patent Security Agreement 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: Keith L. Schilling
Title: President and Chief Executive Officer

C&J WELL SERVICES, INC.

By:


Name: Keith L. Schilling
Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

SCHEDULE 1
TO THE PATENT SECURITY AGREEMENT
PATENTS AND DESIGN PATENTS

Owner	Patent No.	Issued	Country	Title
Basic Energy Services, L.P.	9504985	11/29/2016	U.S.	APPARATUS AND METHODS FOR PRODUCING CHLORINE DIOXIDE
Basic Energy Services, L.P.	8647598	02/11/2014	U.S.	APPARATUS AND METHODS FOR PRODUCING CHLORINE DIOXIDE
C&J Well Services, Inc.	9816319	11/14/2017	U.S.	SLANT DRILL RIG TONG CART

PATENT APPLICATIONS

Owner	Patent No.	Issued	Country	Title
C&J Well Services, Inc.	2939384	Pending	CA	CARBOXYLATED CELLULOSE POLYMERS FOR USE IN HYDRAULIC FRACTURING OPERATIONS
C&J Well Services, Inc.	2016010580	Pending	MX	CARBOXYLATED CELLULOSE POLYMERS FOR USE IN HYDRAULIC FRACTURING OPERATIONS