

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6871814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CANTOR FITZGERALD SECURITIES, AS ADMINISTRATIVE AGENT	08/18/2021
RECEIVING PARTY DATA	
Name:	BASIC ENERGY SERVICES, L.P.
Street Address:	801 CHERRY STREET
Internal Address:	SUITE 2100
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76102
Name:	C&J WELL SERVICES, INC.
Street Address:	801 CHERRY STREET
Internal Address:	SUITE 2100
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76102
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9504985
Patent Number:	8647598
Patent Number:	9816319
CORRESPONDENCE DATA	
Fax Number:	(214)746-7777
<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:	2147467700
Email:	juan.arias@weil.com
Correspondent Name:	WILLIAM KELLER
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	200 CRESCENT COURT, SUITE 300
Address Line 4:	DALLAS, TEXAS 75201-6950

NAME OF SUBMITTER:	WILLIAM KELLER
SIGNATURE:	/WILLIAM KELLER/
DATE SIGNED:	08/18/2021
Total Attachments: 4 source=Basic Energy - Ad Hoc DIP - Release of Patent Security Interest Executed#page1.tif source=Basic Energy - Ad Hoc DIP - Release of Patent Security Interest Executed#page2.tif source=Basic Energy - Ad Hoc DIP - Release of Patent Security Interest Executed#page3.tif source=Basic Energy - Ad Hoc DIP - Release of Patent Security Interest Executed#page4.tif	

RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST (this “Release”) is made as of August 18, 2021, by **CANTOR FITZGERALD SECURITIES**, in its capacity as Administrative Agent under (and as defined in) the Security Agreement referred to below (the “Administrative Agent”) for the benefit of **BASIC ENERGY SERVICES, L.P.**, a limited partnership and **C&J WELL SERVICES, INC.**, a Delaware corporation, (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or the Patent Security Agreement (as defined below) as applicable.

WITNESSETH:

WHEREAS, reference is made to that certain (i) 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”) by and among Basic Energy Services, Inc., a Delaware corporation (the “Borrower”), the term loan lenders from time to time party thereto and the Administrative Agent and (ii) Patent Security Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), pursuant to which each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of each Grantor in, to and under the Patent Collateral (as defined in the Patent Security Agreement), including the Patents set forth on Annex I hereto; and

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on May 4, 2021 at Reel 056131 and Frame 0262; and

WHEREAS, each Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Patent Collateral, including, without limitation, the Patents set forth on Annex I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent does hereby irrevocably terminate, release and discharge, without recourse, representation or warranty of any kind, the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreements, Intercreditor Agreement, or Patent Security Agreement to the Patent Collateral, including, without limitation, the Patents (including the Patent registrations and Patent applications) set forth on Annex I hereto, the goodwill of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Administrative Agent in such Patent Collateral shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in the Patent Collateral to each Grantor.

2. The Administrative Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Patent Security Agreement.

3. The Administrative Agent hereby authorizes each Grantor or each Grantor’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Administrative Agent in the Patent Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to each Grantor any and all further documents and instruments prepared by each Grantor, and do any and all further acts which each Grantor (or

their agents or designees) reasonably request (at each Grantor's sole cost and expense) in order to confirm this Release and each Grantor's right, title and interest in, to and under the Patent Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Patent Security Interest to be executed and delivered as of the date first written above.

**CANTOR FITZGERALD SECURITIES, as
Administrative Agent**

DocuSigned by:

James Buccola

By: B733667B2F6943A...

Name: James Buccola

Title: Head of Fixed Income



(Basic Energy)

[SIGNATURE PAGE TO RELEASE OF PATENT SECURITY INTEREST]

ANNEX I

U.S. REGISTERED PATENTS AND PATENT APPLICATIONS

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