

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6877972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BASIC ENERGY SERVICES, L.P.	08/18/2021
C&J WELL SERVICES, INC.	08/18/2021
RECEIVING PARTY DATA	
Name:	GUGGENHEIM CREDIT SERVICES, LLC, AS AGENT
Street Address:	330 MADISON AVENUE, 10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
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@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1456212 PAT
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/23/2021
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

August 18, 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 Debtor in Possession Secured Multi-Draw Promissory Note dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Note**”), among the Borrower, the lenders from time to time party thereto and Guggenheim Credit Services, LLC, in its capacity as agent (in such capacity, the “**Agent**”); and

WHEREAS, in connection with the DIP Note, the Borrower, certain subsidiaries of the Borrower, as guarantors (collectively, with the Borrower, the “**Grantors**”) and the Agent have entered into a Debtor-in-Possession Security Agreement dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Security Agreement**”) pursuant to which, among other things, each Debtor has granted to the Agent, for the benefit of the holders of the Secured Obligations (as defined in the DIP 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 DIP 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 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 Supplement is intended to supplement the DIP Security Agreement and in the case of any conflict between the terms hereof and thereof, the terms of the DIP Security Agreement shall control. Each Debtor does hereby further acknowledge and affirm the rights and remedies of the Agent with respect to the grant of and security interest in the Patent Collateral made hereby are more fully set forth in the DIP 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 Agent’s principal office address is:

Guggenheim Credit Services, LLC
330 Madison Avenue, 10th Floor
New York, New York 10017
Attn: GI Ops NY Loan Agency

in each case, with a copy to:

Guggenheim Credit Services, LLC
330 Madison Avenue, 10th Floor
New York, New York 10017
Attn: GI Legal

[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

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	Application 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