

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SES International Holdings Limited		08/29/2008	Unknown: UNKNOWN
SES Intermediate Holdings Limited		08/29/2008	Unknown: UNKNOWN
Saxon Enterprises LLC		08/28/2008	LIMITED LIABILITY COMPANY: UNKNOWN
Sword Canada Acquisition Corporation	FORMERLY Saxon Energy Services Inc.	08/29/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	Royal Bank Plaza, South Tower, 12th Floor
Internal Address:	P.O. Box 50, 200 Bay Street
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Unknown: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77074544	ATD
Serial Number:	77074561	ATS

CORRESPONDENCE DATA

Fax Number: (317)464-5111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-464-5321
 Email: rgelbert@mgrfirm.com
 Correspondent Name: Randee Sibul-Gelbert
 Address Line 1: Meitus Gelbert Rose LLP
 Address Line 2: 47 S. Meridian, Suite 400
 Address Line 4: Indianapolis, INDIANA 46204

TRADEMARK

OP \$65.00 77074544

ATTORNEY DOCKET NUMBER:

BCG-CALGARY: SAXON

DOMESTIC REPRESENTATIVE

Name: Rande Sibul-Gelbert
Address Line 1: Meitus Gelbert Rose LLP
Address Line 2: 47 S. Meridian, Suite 400
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:

Rande Sibul-Gelbert

Signature:

/Rande Sibul-Gelbert/

Date:

10/10/2008

Total Attachments: 4

source=BCG_Saxon_SecAgmt_Trademarks#page1.tif
source=BCG_Saxon_SecAgmt_Trademarks#page2.tif
source=BCG_Saxon_SecAgmt_Trademarks#page3.tif
source=BCG_Saxon_SecAgmt_Trademarks#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is dated as of **August 29, 2008** in favour of **ROYAL BANK OF CANADA**, having its business address at Royal Bank Plaza, South Tower, 12th Floor, P.O. Box 50, 200 Bay Street, Toronto, Ontario M5J 2W7, as the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) under that certain credit agreement (as amended, modified, revised, supplemented or restated from time to time, the "**Credit Agreement**") dated as of August 28, 2008 among SES International Holdings Limited, as Holdings, SES Intermediate Holdings Limited, as Parent Borrower, Saxon Enterprises LLC, as U.S. Borrower, Sword Canada Acquisition Corporation (now, following amalgamation, Saxon Energy Services Inc.), as Canadian Borrower, the Lenders party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "**Collateral Agent**"), RBC Capital Markets and HSBC Bank Canada, as Joint Lead Arrangers and Joint Book Managers, HSBC Bank Canada, as Syndication Agent, and Standard Bank plc, Llodys TSB Bank plc and Natixis, as Documentation Agents.

WHEREAS the undersigned Loan Party, pursuant to the Credit Agreement, is among the parties to a Canadian Guarantee and Collateral Agreement (as amended, modified, revised, supplemented or restated from time to time, the "**GCA**") with the Collateral Agent, dated and effective on or about the Effective Time (as defined therein) on August 28, 2008, pursuant to which the undersigned Loan Party has granted to the Collateral Agent, a security interest in and to the Pledged Collateral, including the Intellectual Property Collateral, (as defined below) and the Collateral Agent wishes to record this Agreement with the Canadian Intellectual Property Office and the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned Loan Party, the undersigned Loan Party hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, including, without limitation, in the preamble and recitals above, terms used herein have the meaning given to them in the Credit Agreement. The term "**Secured Obligations**" has the meaning given to such term in the GCA.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. As collateral security for the payment and performance in full of all the Secured Obligations (subject to the exceptions and exclusions in the GCA), the undersigned Loan Party has granted and, for greater certainty, hereby grants to the Collateral Agent for the benefit of the Lenders, a security interest in all of its right, title and interest in, under and to all Pledged Collateral, consisting of Intellectual Property, including:

- the Canadian trade-marks and trade-mark applications referred to in Schedule A attached hereto; and
- the U.S. trademarks and trademark applications referred to in Schedule A attached hereto

(collectively the "**Intellectual Property Collateral**").

SECTION 3. The Intellectual Property Collateral. The Intellectual Property Collateral shall not include any Intellectual Property to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

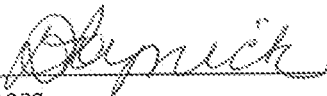
SECTION 4. Termination and Release. Upon the full performance of the Secured Obligations, the Collateral Agent shall, upon notice from and at the Canadian Borrower's expense, execute and deliver to the Canadian Borrower such documents as the Canadian Borrower shall reasonably request to terminate under this Agreement. The Security Interest in the Intellectual Property Collateral constituted hereby shall be automatically released if required pursuant to the terms of Section 7.14(b) of the GCA.

SECTION 5. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

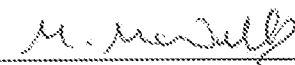
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument, provided, however, that promptly following delivery thereof, the party delivering a counterpart by facsimile or electronic transmission shall deliver such number of copies of this Agreement in original copy and manually executed as the Collateral Agent may reasonably request.

IN WITNESS WHEREOF, the Loan Party has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

SAXON ENERGY SERVICES INC.



Witness

Per: 

Name: Michael J. McNulty
Title: SVP Finance and CFO

Accepted and Agreed:

**Royal Bank of Canada
as Collateral Agent**

By: _____
Name:
Title:

Witness

SECTION 3. The Intellectual Property Collateral. The Intellectual Property Collateral shall not include any Intellectual Property to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

SECTION 4. Termination and Release. Upon the full performance of the Secured Obligations, the Collateral Agent shall, upon notice from and at the Canadian Borrower's expense, execute and deliver to the Canadian Borrower such documents as the Canadian Borrower shall reasonably request to terminate under this Agreement. The Security Interest in the Intellectual Property Collateral constituted hereby shall be automatically released if required pursuant to the terms of Section 7.14(b) of the GCA.

SECTION 5. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument, provided, however, that promptly following delivery thereof, the party delivering a counterpart by facsimile or electronic transmission shall deliver such number of copies of this Agreement in original copy and manually executed as the Collateral Agent may reasonably request.

IN WITNESS WHEREOF, the Loan Party has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

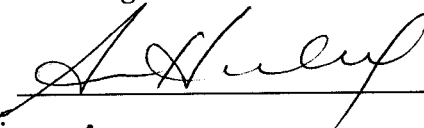
SAXON ENERGY SERVICES INC.

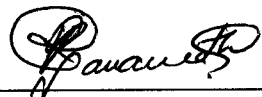
Witness

Per: _____
Name:
Title:

Accepted and Agreed:

**Royal Bank of Canada
as Collateral Agent**

By: 
Name: _____
Title: **Ann Hurley
Manager, Agency**



Witness

SCHEDULE "A"

Trademark	Country	Owner	Application / Registration Number	Filing Date
ATD	Canada	Saxon Energy Services Inc.	TMA708102	November 28, 2006
ATS	Canada	Saxon Energy Services Inc.	TMA703112	November 28, 2006
ATD	U.S.A.	Saxon Energy Services Inc.	77/074,544	January 2, 2007
ATS	U.S.A.	Saxon Energy Services Inc.	77/074,561	January 2, 2007