

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement Between Key Energy Services, LLC and Bank of America, dated 1/14/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Key Energy Services, LLC		01/14/2011	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	231 South LaSalle St.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60697		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77731379	EOT ENHANCED OILFIELD TECHNOLOGIES HOUSTON TEXAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7132213306		
<b>Email:</b>	jeanne.dunn@bgllp.com, constance.rhebergen@bgllp.com		
<b>Correspondent Name:</b>	Constance G. Rhebergen		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208-1389		
<b>ATTORNEY DOCKET NUMBER:</b>	060877-091176		
<b>NAME OF SUBMITTER:</b>	Constance G. Rhebergen		
<b>Signature:</b>	/Constance G. Rhebergen/		

OP \$40.00 77731379

900182049

**TRADEMARK**  
 REEL: 004458 FRAME: 0985

Date:

01/24/2011

**Total Attachments: 3**

source=Key - Trademark Security Agmt Supp#page1.tif

source=Key - Trademark Security Agmt Supp#page2.tif

source=Key - Trademark Security Agmt Supp#page3.tif

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Key Energy Services, LLC, a Texas limited liability company (herein referred to as the "Debtor"), having an address at 1301 McKinney Street, Suite 1800, Houston, Texas 77010, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Key Energy Services, Inc., a Maryland corporation (the "Borrower"), has entered into a Credit Agreement dated as of November 29, 2007 (as amended or otherwise modified from time to time, the "Credit Agreement") with the financial institutions from time to time party thereto (the "Lenders"), Bank of America, N.A., in its capacity as paying agent (in such capacity, the "Paying Agent"), Co-Administrative Agent, Swing Line Lender and L/C Issuer, and Wells Fargo Bank, National Association, in its capacity as Co-Administrative Agent, Swing Line Lender and L/C Issuer.

WHEREAS, in connection with the Credit Agreement, the Borrower, the Debtor, and certain other subsidiaries of the Borrower have entered into a Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Paying Agent, pursuant to which the Debtor has granted to the Paying 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 the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured 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 Paying Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

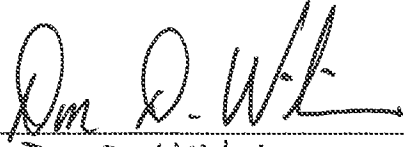
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Paying Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Paying Agent's address is 231 South LaSalle St., Chicago, IL 60697.

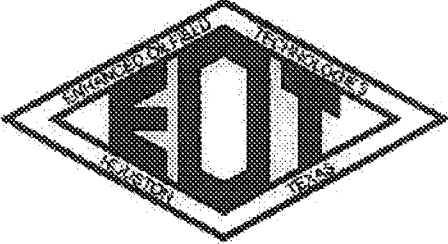
#2453045

IN WITNESS WHEREOF, Key Energy Services, LLC, has duly executed or caused this Supplement to the Security Agreement to be duly executed as of January 14, 2011.

KEY ENERGY SERVICES, LLC

By:  *de*  
Name: Don D. Weinheimer  
Title: Vice President

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
EOT ENHANCED OILFIELD TECHNOLOGIES HOUSTON TEXAS and Design  	May 7, 2009	77731379