

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
Drilling Info, Inc.		10/27/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	114 W. 7th Street
Internal Address:	Suite 300
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85458237	DRILLINGINFO
Serial Number:	85458232	HPDI PRODUCTION DATA APPLICATIONS
Serial Number:	85458220	HPDI
Serial Number:	85479459	DIDESKTOP POWERED BY HPDI
Serial Number:	85479456	DIDESKTOP
Serial Number:	85479454	DI ENERGY STRATEGY PARTNERS
Serial Number:	85479451	DI ENERGY STRATEGY PARTNERS
Serial Number:	85458277	OPEN TO EXPLORE

CORRESPONDENCE DATA

Fax Number: (512)457-8008
 Phone: 512-457-8000
 Email: cheusmann@dbcllp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$215.00 85458237

Correspondent Name: Coti Heusmann
Address Line 1: 700 Lavaca Street
Address Line 2: Suite 1300
Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER:	Coti Heusmann
Signature:	/Coti Heusmann/
Date:	12/22/2011
Total Attachments: 4 source=FINAL Drilling Info SA#page1.tif source=FINAL Drilling Info SA#page2.tif source=FINAL Drilling Info SA#page3.tif source=FINAL Drilling Info SA#page4.tif	

**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT ("Amendment") is entered into effective as of October 27, 2011 ("Effective Date"), by and between Drilling Info, Inc., a Texas corporation (the "Debtor"), and Texas Capital Bank, National Association, a national banking association ("Lender"), on behalf of itself and its Affiliates.

RECITALS

As of November 2, 2010, Debtor and Lender entered into a Second Amended and Restated Pledge and Security Agreement (hereinafter, as it may be further amended, restated or modified from time to time, the "Security Agreement") in connection with an existing loan from Lender to Borrower, as evidenced by the Loan Documents more fully described therein;

In connection with and to induce Lender to continue to extend credit to Borrower under and pursuant to the terms of the Loan Documents, Debtor and Lender desire to enter into this Amendment to, among other things, grant a security interest in certain additional Collateral to Lender, which additional Collateral consists of the trademarks listed on Exhibit F attached hereto and identified by Registration Date/Application Date of October 27, 2011 and November 22, 2011 (the "Additional Collateral").

Accordingly, Debtor and Lender are entering into this Amendment and agree to the terms and conditions provided for herein.

Capitalized terms used in this Amendment that are not defined have the meanings given to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Debtor and Lender hereby agree as follows:

1. Modification to Security Agreement and Grant of Security Interest. As of the Effective Date, Exhibit F to the Security Agreement is modified and amended in its entirety with Exhibit F attached hereto to add the Additional Collateral. Debtor hereby confirms and consents to the modification and amendment of Exhibit F as set forth herein. Further, Debtor hereby pledges, assigns and grants to Secured Party (including their Affiliates), a security interest in all of Debtor's right, title and interest in and to the Additional Collateral to secure the prompt and complete payment and performance of the Secured Obligations. If the security interest granted hereby in any rights of Debtor under any contract included in the Additional Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article or Chapter 9 of the UCC or other applicable law but is otherwise limited by that prohibition.

2. References in Loan Documents to the Security Agreement. All references in the Loan Documents to the Security Agreement shall henceforth include references to the Security Agreement as modified and amended hereby, and such Security Agreement may, from time to time, be further modified or amended.

3. Reaffirmation of Pledge. Debtor, for valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, declares to and agrees with Lender that the Security Agreement is and shall continue in full force and effect for the benefit of Lender with respect to all obligations arising under the Loan Agreement, the Security Agreement, and the other Loan Documents ("Loan Document Obligations"), as amended by this Amendment, that there are no offsets, claims or defenses of any of them with respect to the Security Agreement nor with respect to the Loan Document

Obligations, that the Security Agreement is not released, diminished or impaired in any way by this Amendment or the transactions contemplated hereby, and that the Security Agreement is hereby ratified and confirmed in all respects. Debtor acknowledges that without this consent and reaffirmation, Lender would not execute this Amendment or otherwise consent to its terms. Debtor further waives, discharges, and forever releases Lender, Lender's employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Debtor has or may have had at any time up through and including the date hereof, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Debtor, or whether any such claims, causes of action, allegations or assertions arose as a result of Lender's actions or omissions in connection with the Loan Documents, or any amendments, extensions or modifications thereof, or Lender's administration of the debt evidenced by the Loan Documents or otherwise, **INCLUDING ANY CLAIMS, CAUSES OF ACTION, ALLEGATIONS OR ASSERTIONS RESULTING FROM LENDER'S OWN NEGLIGENCE.**

4. Continued Effect. Except as expressly modified by the terms and provisions hereby, each of the terms and provisions of the Security Agreement and all documents executed in connection therewith are hereby ratified and shall remain in full force and effect, enforceable and binding in accordance with their respective terms.

5. Governing Law. **THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

6. Further Amendments. All of the terms and provisions of the Security Agreement and the Loan Documents are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the amendments and modifications set forth herein.

7. No Other Modifications or Agreements. Except as expressly set forth in this Amendment, there are no other modifications to the Security Agreement.

8. Further Modifications in Writing. Any future modifications to the Security Agreement between Lender and Debtor must be in writing.

9. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto, and each of the parties hereto hereby represents, warrants and covenants to the other that the persons executing this Amendment on behalf of such party have full authority, power and authorization to execute this Amendment and to bind its principal.


10. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

11. FINAL AGREEMENT. **THIS AMENDMENT AND THE OTHER "LOAN AGREEMENTS" (AS SUCH TERM IS DEFINED IN SECTION 26.02(a)(2) OF THE TEXAS BUSINESS AND COMMERCE CODE, AS AMENDED) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.**

IN WITNESS WHEREOF, Debtor and Lender have executed this Amendment to be effective as of the Effective Date.

DEBTOR:

DRILLING INFO, INC., a Texas corporation

By: 
Allen L. Gilmer, CEO/Chairman

LENDER:




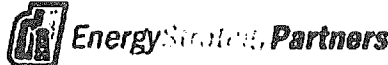
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: 
Chris Calvert, Senior Vice President

EXHIBIT F TO SECURITY AGREEMENT

Intellectual Property

Drilling Info, Inc. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No./ Application No.</u>	<u>Registration Date/ Application Date</u>
US	DRILLINGINFO (wordmark)	3456300	July 1, 2008
US	DNA (wordmark)	3581040	February 24, 2009
US	HPDI design mark	N/A	Not yet registered
US	DI International design mark	N/A	Not yet registered
US	Drilling Info  Logo	85458237	October 27, 2011
US	HPDI Logo 	85458232	October 27, 2011
US	HPDI (wordmark)	85458220	October 27, 2011
US		85479459	November 22, 2011
US	DIDESKTOP (wordmark)	85479456	November 22, 2011
US		85479454	November 22, 2011
US	DI ENERGY STRATEGY PARTNERS (wordmark)	85479451	November 22, 2011
US	OPEN TO EXPLORE (wordmark)	85458277	October 27, 2011

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PLEDGE AND SECURITY
AGREEMENT - EXHIBIT F, Intellectual Property
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