

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		07/15/2016	Bank:
RECEIVING PARTY DATA			
Name:	Ulterra Drilling Technologies, L.P.		
Street Address:	420 Throckmorton St.		
Internal Address:	Suite 110		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3841460	UTECH	
Registration Number:	3841459	UTECHNOLOGY	
Registration Number:	3747804	ULTERRA	
Registration Number:	3535424	U	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8352		
Email:	juan.arias@weil.com		
Correspondent Name:	RACHEL TRUDEAU		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	RACHEL TRUDEAU		
SIGNATURE:	/RACHEL TRUDEAU/		
DATE SIGNED:	07/18/2016		
Total Attachments: 3			

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 15, 2016 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) pursuant to that certain Amended and Restated Credit Agreement dated as of June 29, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”), in favor of Ultrerra Drilling Technologies, L.P., a Texas Limited Partnership (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of November 18, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Patents, Patent Licenses, Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “IP Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office (“USPTO”) on October 16, 2012 at Reel 029135 Frame 0907 and the Notice of Grant of Security Interest in Trademarks recorded at the USPTO on October 16, 2012 at Reel 4882 Frame 0023 (each a “Notice”, and collectively, the “Notices”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notices.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in, and the right to set off against, Grantor’s right, title, and interest in and to solely the IP Collateral listed on Schedule A attached hereto (the “Specified Collateral”), granted pursuant to the Security Agreement or Notices; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Representations and Warranties; No Default or Event of Default. The Grantor hereby represents and warrants that (a) the assignment of the Specified Collateral is permitted under the Credit Agreement and (b) no Default or Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantor acknowledges and agrees that any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement but shall not affect the validity, effectiveness or enforceability of this Release and the release of the Specified Collateral hereunder.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Brenda Schriener

Name: Brenda Schriener

Title: Vice President

Schedule A

U.S. Patents Subject to Security Interest
Granted by Ulterra Drilling Technologies, L.P.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded October 16, 2012 at Reel 029135 Frame 0907

Issued Patents

Title	Patent No.	Issue Date
ROTARY DRAG BIT	9038752	05/26/15
FIXED CUTTER DRILL BIT WITH ROTATING CUTTER DISC	8881848	11/11/14
MUD MOTOR WITH INTEGRATED PERCUSSION TOOL AND DRILL BIT	8851204	10/07/14
STEPPED POLYCRYSTALLINE DIAMOND COMPACT INSERT	7140448	11/28/06
STEPPED POLYCRYSTALLINE DIAMOND COMPACT INSERT	6904984	06/14/05

Patent Application

Title	Appl. No.	Filing Date
SOLID STATE WEAR TRACERS FOR DRILL BITS	13545258 20130008717	07/10/12

U.S. Trademarks Subject to Security Interest
Granted by Ulterra Drilling Technologies, L.P.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded October 16, 2012 at Reel 4882 Frame 0023

Trademark Registrations

Mark	Reg. No.	Reg. Date
UTECH	3841460	08/31/10
UTECHNOLOGY	3841459	08/31/10
ULTERRA	3747804	02/09/10
U and Design	3535424	11/18/08