

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PetroFrac Oil Tools, LLC		04/28/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	707 Travis, 7th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87133348	SHORTSTAK	
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:	713-892-4831		
Email:	tmorris@nathansommers.com		
Correspondent Name:	Tammy Morris		
Address Line 1:	Nathan Sommers Jacobs		
Address Line 2:	2800 Post Oak Blvd., 61st Floor		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Tammy Morris		
SIGNATURE:	/Tammy Morris/		
DATE SIGNED:	05/23/2017		
Total Attachments: 3			
source=Intellectual Property Assignment#page1.tif			
source=Intellectual Property Assignment#page2.tif			
source=Intellectual Property Assignment#page3.tif			

OP \$40.00 87133348

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made this 28th day of April, 2017, between PETROFRAC OIL TOOLS, LLC, a Texas limited liability company, having a place of business at 20520 Stokes Road, Waller, Texas 77484 ("Grantor"), and JPMORGAN CHASE BANK, N.A., a national banking association, having a place of business at 707 Travis, 7th Floor, Houston, Texas 77002 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, PETROQUIP ENERGY SERVICES, LLC, a Texas limited liability company, and Lender have entered into that certain Loan Agreement dated as of November 26, 2012, as amended by First Amendment to Loan Agreement dated as of November 24, 2014, Second Amendment to Loan Agreement dated as of September 23, 2015, Third Amendment to Loan Agreement dated as of November 30, 2015, Fourth Amendment to Loan Agreement dated as of February 29, 2016, Fifth Amendment to Loan Agreement dated as of May 31, 2016, Sixth Amendment to Loan Agreement dated as of December 12, 2016, Seventh Amendment to Loan Agreement dated as of February 16, 2017, Eighth Amendment to Loan Agreement dated as of February 27, 2017, and Ninth Amendment to Loan Agreement dated as of April 28, 2017 (as the same may hereafter be further amended, restated, modified or supplemented from time to time (the "Loan Agreement"));

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 28, 2017, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the trademarks and trademark applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

IN WITNESS WHEREOF, Grantor has caused this INTELLECTUAL PROPERTY ASSIGNMENT to be duly executed and delivered as of the date first above written.

PETROFRAC OIL TOOLS, LLC

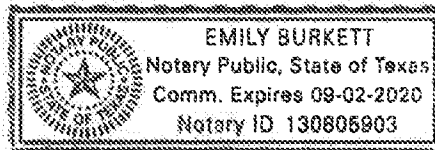
By: PetroQuip Energy Services, LLC,
its manager

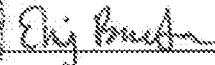
By: 
B. Randy Sullivan
Manager

STATE OF TEXAS)
)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared B. Randy Sullivan, Manager of PETROQUIP ENERGY SERVICES, LLC, a Texas limited liability company, as the Manager of PETROFRAC OIL TOOLS, LLC, a Texas limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11 day of May, 2017.





Notary Public in and for
The State of T E X A S

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE A

Trademarks

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
NONE	NONE	NONE	NONE

Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
USA	SHORTSTAK	87133348	August 10, 2016

Trademark Applications in Preparation				
Country	Docket No.	Expected Filing Date	Inventor(s)	Title
NONE	NONE	NONE	NONE	NONE