

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KNIGHT ENERGY TOPCO LLC		11/14/2018	Limited Liability Company: DELAWARE
KNIGHT ENERGY SERVICES LLC		11/14/2018	Limited Liability Company: DELAWARE
IRONGATE RENTAL SERVICES, LLC		11/14/2018	Limited Liability Company: TEXAS
IronGate Tubular Services, LLC		11/14/2018	Limited Liability Company: TEXAS
KNIGHT OIL TOOLS, LLC		11/14/2018	Limited Liability Company: DELAWARE
HMC LEASING, LLC		11/14/2018	Limited Liability Company: DELAWARE
RAYNE PROPERTIES, L.L.C.		11/14/2018	Limited Liability Company: DELAWARE
KNIGHT INFORMATION SYSTEMS, L.L.C.		11/14/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2727643	SLIPLESS
Registration Number:	2578102	OIL & GAS RENTAL SERVICES
Registration Number:	2544436	OG
Registration Number:	2560265	LAST
Registration Number:	2852743	LANDING AND SLIPLESS TECHNOLOGY
Registration Number:	4647977	MEGATON
Registration Number:	4369108	KNIGHT OIL TOOLS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3548678	KIP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ ALANA GRAMER
DATE SIGNED:	11/14/2018

Total Attachments: 9

source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page1.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page2.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page3.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page4.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page5.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page6.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page7.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page8.tif
source=WFB-IronGate-Knight - Fully Executed Amended and Restated Trademark Security Agreement#page9.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 14th day of November, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 14, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **KNIGHT ENERGY TOPCO LLC**, a Delaware limited liability company ("Parent"), the Subsidiaries of Parent identified on the signature pages thereof, as "Borrowers" (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of November 14, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, IronGate Energy Holdings, LLC (Parent's predecessor in interest), IronGate Energy Services, LLC (KES's predecessor in interest), the other Grantors party thereto, and Wells Fargo, as agent (in such capacity, the "Existing Agent"), have entered into that certain Trademark Security Agreement, dated as of July 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, "Existing Trademark Security Agreement");

WHEREAS, pursuant to that certain (a) Release, dated as of even date herewith, by and among Green Light Energy Services, Inc., a New Mexico corporation, IES Finance Corporation, a Delaware corporation, Sun Tubular Services, LLC, a Texas limited liability company (individually and collectively, jointly and severally, the "Released Obligor"), and the Existing Agent, and (b) Partial Release of Security Interest in Trademark Collateral, dated as of even date herewith by the Existing Agent, each Released Obligor has been released as specified therein from the covenants, agreements and obligations of the Released Obligor under the Existing Loan Documents (as defined in the Credit Agreement), including without limitation, the Existing Trademark Security Agreement;

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement; and

WHEREAS, on and subject to the terms and conditions herein, Agent and the Lenders are willing to so amend and restate the Existing Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees that the Existing Trademark Security Agreement is hereby amended and restated as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration to the extent required by Section 7(g)(v) of the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Effect of Amendment and Restatement. It is the intention of each of the parties hereto that that certain Existing Trademark Security Agreement be amended and restated by this Trademark Security Agreement to preserve the perfection and priority of all security interests securing the Obligations, and the parties hereto acknowledge and agree that the Liens and security interest granted under any Loan Document securing payment of the Obligations are in all respects continuing and in full force, in each case, except to the extent expressly released on or prior to the date hereof. After giving effect to this Trademark Security Agreement, neither the modification of the Existing Trademark Security Agreement nor the execution, delivery, performance or effectiveness of this Trademark Security Agreement shall impair the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens shall continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred. Upon this Trademark Security Agreement becoming effective from and after the Closing Date: (i) all terms and conditions of the Existing Trademark Security Agreement, as amended and restated by this Agreement, shall be and remain in full force and effect, as so amended, and shall constitute the legal, valid, binding and enforceable obligations of the Loan Parties to the Lenders and Agent; (ii) the terms and conditions of the Existing Trademark Security Agreement shall be amended as set forth herein and, as so amended and restated, shall be restated in their entirety, but shall be amended only with respect to the rights, duties and obligations among the Grantors and the Secured Parties accruing from and after the Closing Date; (iii) this Trademark Security Agreement shall not in any way release or impair the rights, duties, Obligations, Liens or security interests created pursuant to the Existing Trademark Security Agreement or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Closing Date, and such Liens are assumed, ratified and affirmed by the Grantors; (iv) the Guaranteed Obligations and Secured Obligations incurred under the Existing Trademark Security Agreement shall, to the extent outstanding on the Closing Date, continue to be outstanding under this Trademark Security Agreement and shall not be

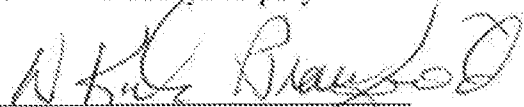
deemed to be paid, released, discharged or otherwise satisfied by the execution of this Trademark Security Agreement, and this Trademark Security Agreement shall not constitute a substitution or novation of such Obligations or any of the other rights, duties and obligations of the parties hereunder, and the terms "Obligations", "Guarantied Obligations" and "Secured Obligations" or similar terms as such terms are used in the Loan Documents shall include the Obligations as increased, amended and restated under this Trademark Security Agreement; (v) the execution, delivery and effectiveness of this Trademark Security Agreement shall not operate as a waiver of any right, power or remedy of any Secured Party under the Existing Trademark Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Trademark Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; (vi) any and all references in the Loan Documents to the Existing Trademark Security Agreement shall, without further action of the parties, be deemed a reference to the Existing Trademark Security Agreement, as amended and restated by this Trademark Security Agreement, and as this Trademark Security Agreement shall be further amended, restated, modified, supplemented or amended and restated from time to time hereafter; (vii) all Liens, assignments and security interests securing the Credit Agreement and the obligations relating thereto are hereby ratified, confirmed, renewed, extended, brought forward and rearranged as security for the Obligations except to the extent expressly released on or prior to the date hereof and (viii) each of the Grantors, jointly and severally, represent and warrant that, as of the Closing Date, there are no claims or offsets against, or defenses or counterclaims to, their obligations under the Existing Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


KNIGHT ENERGY TOPCO LLC
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

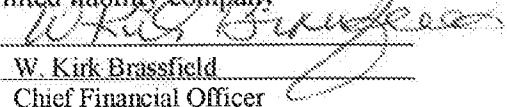
KNIGHT ENERGY SERVICES LLC
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

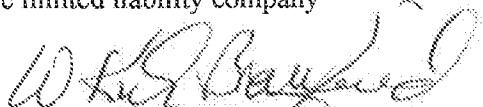
IRONGATE RENTAL SERVICES, LLC
a Texas limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer


IRONGATE TUBULAR SERVICES, LLC
a Texas limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

KNIGHT OIL TOOLS, LLC
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

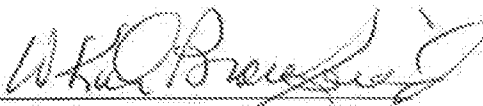
HMC LEASING, LLC
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

RAYNE PROPERTIES, L.L.C.
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer


KNIGHT INFORMATION SYSTEMS, L.L.C.
a Delaware limited liability company

By: 
Name: W. Kirk Brassfield
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Cameron Scott
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006481 FRAME: 0704**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
IronGate Rental Services, LLC	USA	“Slipless”	2,727,643	8/16/2000 6/17/2003
IronGate Rental Services, LLC	USA	“Oil & Gas Rental Services”	2,578,102	4/2/2001 3/19/2002
IronGate Rental Services, LLC	USA	“OG”	2,544,436	9/20/2000 12/11/2001
IronGate Rental Services, LLC	USA	“Last”	2,560,265	8/16/2000 5/29/2001
IronGate Rental Services, LLC	USA	“Landing and Slipless Technology”	2,852,743	12/5/2002 3/23/2004
Knight Oil Tools, LLC	USA	“MEGATON”	4,647,977	11/27/2013 9/16/2014
Knight Oil Tools, LLC	USA	“Knight Oil Tools and Design”	4,369,108	7/5/2011 7/16/2013
Knight Oil Tools, LLC	USA	“KIP”	3,548,678	5/8/2008 12/23/2008

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark License

None.