

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. WELL SERVICES, LLC		05/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CLMG CORP.		
Street Address:	7195 DALLAS PKWY		
City:	PLANO		
State/Country:	TEXAS		
Postal Code:	75024-4922		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4992182	USWS U.S. WELL SERVICES	
Registration Number:	4550632	CLEAN FLEET	
Registration Number:	4988351	CLEAN FLEET	
Registration Number:	5207373	SAND SHIELD	
Registration Number:	5053592	FRACMD, MACHINE DIAGNOSTICS, MINIMIZING	
Registration Number:	5661927	OPTI-FLEX	
Registration Number:	5372680	LEAN 360 EFFICIENT SUCCESS, CONTINUOUS I	
Serial Number:	87947068	PSM360 PROCESS SAFETY MANAGEMENT	
Serial Number:	87947083	USAFEDRIVE	
Serial Number:	87947097	F ³ FUEL REDUCING FUEL COSTS FIELD GAS ·C	
Serial Number:	87889710	WHISPERFRAC REDUCING NOISE AND VIBRATION	
Serial Number:	88002488	AIM ADVANCED IRON MANAGEMENT	
Serial Number:	88200476	U USWS U.S. WELL SERVICES	
Serial Number:	87947059	POWERPATH REMOTE ELECTRIC FRAC	
CORRESPONDENCE DATA			
Fax Number:	6179799301		
<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:	617-979-9300		

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Email: ginny.blundell@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 75 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Ginny Blundell

SIGNATURE: /Ginny Blundell/

DATE SIGNED: 05/07/2019

Total Attachments: 13

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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of CLMG CORP., a Texas corporation, as administrative agent and term loan collateral agent (together with its successors in such capacity, the “Term Loan Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, U.S. WELL SERVICES, INC., a Delaware corporation (“Parent”), USWS HOLDINGS LLC, a Delaware limited liability company (“Holdings”), and U.S. WELL SERVICES, LLC, a Delaware limited liability company (the “Borrower”) have entered into a Senior Secured Term Loan Credit and Guaranty Agreement, dated as of May 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Term Loan Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Term Loan Guaranty and Collateral Agreement, dated as of May 7, 2019, in favor of the Term Loan Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guaranty and Collateral Agreement”);

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantors have granted to the Term Loan Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry);

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Term Loan Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby pledges and grants to the Term Loan Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guaranty and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing) (collectively, the “Copyrights”);

(b) all exclusive Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1 (“Exclusive Copyright Licenses”);

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(d) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent applications identified in Schedule 3 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (collectively, the “Patents”).

SECTION 2 Excluded Property. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Property shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Term Loan Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Term Loan Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any ABL Obligations are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any ABL Obligations, the provisions of the Intercreditor Agreement shall prevail. As used in this Section 7, “ABL Obligations” shall have the meaning given to such term in the Intercreditor Agreement.

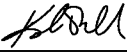
SECTION 8 Release of Security Interest. Upon the Discharge of Obligations (as defined in the Guarantee and Collateral Agreement), the Term Loan Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Term Loan Agent’s security interest in the IP Collateral. In the circumstances described in Section 5.1 of the Intercreditor Agreement, the applicable Liens granted hereby (including any irrevocable licenses granted to the Term Loan Agent granted hereunder) shall automatically terminate and be released.

SECTION 9 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

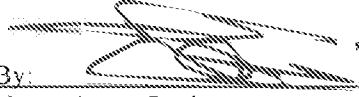
U.S. WELL SERVICES, LLC

By: 

Name: Kyle O'Neill

Title: Chief Financial Officer

CLMG CORP.,
as Term Loan Agent

By: 
Name: James Erwin
Title: President

JE

COPYRIGHTS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

TRADEMARKS

Trademarks:

Owner	Application No.	Filing Date	Mark	Registration No.	Registration Date
Borrower	86/796,549	10/22/2015	USWS U.S. WELL SERVICES And Design	4992182	7/5/2016
Borrower	86/056,378	9/5/2013	CLEAN FLEET	4,550,632	6/17/2014
Borrower	86/810,976	11/5/2015	CLEAN FLEET And Design	4,988,351	6/28/2016
Borrower	86/907,569	2/15/2016	SAND SHIELD And Design	5,207,373	5/23/2017
Borrower	86/908,375	2/15/2016	FRAC MD And Design	5053592	10/4/2016
Borrower	87/170,754	9/14/2016	OPTI-FLEX	5,661,927	1/22/2019
Borrower	87/170,845	9/14/2016	LEAN 360 And Design	5372680	1/9/2018

Trademark Applications:

Owner	Application No.	Filing Date	Mark
Borrower	87/947,068	6/4/2018	PSM360 PROCESS SAFETY MANAGEMENT & Design
Borrower	87/947,083	6/4/2018	USafeDrive & Design
Borrower	87/947,097	6/4/2018	F ³ Fuel Reducing Fuel Costs Field Gas CNG LNG & Design
Borrower	87/889,710	4/23/2018	WHISPERFRAC REDUCING NOISE AND VIBRATION
Borrower	88/002,488	6/15/2018	AIM ADVANCED IRON MANAGEMENT & Design
Borrower	88/200,476	11/20/2018	USWS-U & Design
Borrower	87/947,059	6/4/2018	POWERPATH REMOTE ELECTRIC FRAC & Design

PATENTS

Patents

Issued Patents:

Owner	Title	Application No.	Filing Date	Publication No./Date	Patent No./Issue Date
Borrower	System For Pumping Hydraulic Fracturing Fluid Using Electric Pumps	13/679,689	11/16/2012	US 2014/0138079 / 05/22/2014	9,410,410 / 08/09/2016
Borrower	System For Pumping Hydraulic Fracturing Fluid Using Electric Pumps	14/190,982	2/26/2014	US 2014/0174717 / 7/29/2014	8,789,601 / 07/29/2014
Borrower	System for Reducing Noise in a Hydraulic Fracturing Fleet	14/995,811	1/14/2016	US 2016/0208592 / 07/21/2016	9,587,649 / 03/07/2017
Borrower	Cold Weather Package for Oil Field Hydraulics	15/145,440	5/3/2016	US 2016- 0319649 / 11/03/2016	9,611,728 / 04/04/2017
Borrower	Torsional Coupling for Electric Hydraulic Fracturing Fluid Pumps	14/622,532	2/13/2015	US 2015/0211524 / 07/30/2015	9,650,879 / 05/16/17
Borrower	Safety Indicator Lights for Hydraulic Fracturing Pumps	15/217,040	7/22/2016	US 2017- 0022788 01/26/2017	9,650,871 / 05/16/17
Borrower	ELECTRIC POWERED PUMP DOWN	15/291,842	10/12/2016	US 2017- 0030178 02/02/2017	9,745,840 / 08/29/17
Borrower	REMOTE MONITORING FOR HYDRAULIC FRACTURING EQUIPMENT	15/293,681	10/14/2016	US 2017- 0096885 04/06/2017	9,840,901 / 12/12/17
Borrower	SWITCHGEAR LOAD SHARING FOR OIL FIELD EQUIPMENT	15/487,694	4/14/2017	US 2017- 0222409 08/03/2017	9,893,500 / 2/13/18
Borrower	SYSTEM FOR CENTRALIZED MONITORING AND CONTROL OF ELECTRIC POWERED HYDRAULIC FRACTURING FLEET	14/884,363	10/15/2015	US 2016- 0032703 2/4/2016	9,970,278 / 5/15/18
Borrower	Turbine Chilling for Oil Field Power Generation	15/486,970	4/13/2017	US 2017- 0218843 8/3/2017	9,995,218 / 6/12/18
Borrower	System for Fueling Electric Powered Hydraulic Fracturing Equipment with Multiple Fuel Sources	15/487,656	4/14/2017	US 2017- 0218727 08/03/2017	10,020,711 / 7/10/18

Owner	Title	Application No.	Filing Date	Publication No./Date	Patent No./Issue Date
Borrower	Cable Management of Electric Powered Hydraulic Fracturing Pump Unit	15/145,491	5/3/2016	US 2016/0273328 / 09/22/2016	10,036,238 / 7/31/2018
Borrower	System for Reducing Vibrations in a Pressure Pumping Fleet	15/145,414	5/3/2016	US 2017/0037717 02/09/2017	10,119,381 / 11/6/2018
Borrower	REMOTE MONITORING FOR HYDRAULIC FRACTURING EQUIPMENT	15/838,033	12/11/2017	US 2018/0112507 04/26/2018	10,107,086 / 10/23/2018
Borrower	INDEPENDENT CONTROL OF AUGER AND HOPPER ASSEMBLY IN ELECTRIC BLENDER SYSTEM	15/294,349	10/14/2016	US 2017/0028368 02/02/2017	10,232,332 / 3/19/2019
Borrower	MONITORING AND CONTROL OF PROPPANT STORAGE FROM A DATAVAN	15/235,716	8/12/2016	US 2016- 0349728 / 12/01/2016	10,254,732 / 4/9/2019
Borrower	HYDRAULIC FRACTURING EQUIPMENT WITH NON-HYDRAULIC POWER	15/644,487	7/7/2017	US 2019- 0010793 / 1/10/2019	10,280,724 / 5/7/2019

Patent Applications:

Owner	Title	Application No.	Filing Date	Publication No./Date
Borrower	System for Gas Compression on Electric Hydraulic Fracturing Fleets	15/356,436	11/18/2016	US 2017/0145918 05/25/2017
Borrower	Constant Voltage Power Distribution System for Use with an Electric Hydraulic Fracturing System	15/829,419	12/1/2017	US 2018/0156210 06/07/2018
Borrower	SYSTEM AND METHOD FOR PARALLEL POWER AND BLACKOUT PROTECTION FOR ELECTRIC POWERED HYDRAULIC FRACTURING	14/881,535	10/13/2015	US 2016/0105022 / 04/14/2016

Owner	Title	Application No.	Filing Date	Publication No./Date
Borrower	Suction and Discharge Lines for a Dual Hydraulic Fracturing Unit	15/145,443	5/3/2016	US 2016/0319650 11/03/2016
Borrower	Modular Remote Power Generation and Transmission for Hydraulic Fracturing System	15/183,387	6/15/2016	US 2016/0290114 / 10/06/2016
Borrower	Slide Out Pump Stand for Hydraulic Fracturing Equipment	15/217,081	7/22/2016	US 2017/0030177 02/02/2017
Borrower	WIRELINE POWER SUPPLY DURING ELECTRIC POWERED FRACTURING OPERATIONS	15/235,788	8/12/2016	US 2016-0348479 / 12/01/2016
Borrower	System For Pumping Hydraulic Fracturing Fluid Using Electric Pumps	15/202,085	7/5/2016	US 2016-0326854 / 11/10/16
Borrower	TORSIONAL COUPLING FOR ELECTRIC HYDRAULIC FRACTURING FLUID PUMPS	15/581,625	4/28/2017	US 2017-0226839 08/10/2017
Borrower	ELECTRIC POWERED PUMP DOWN	15/653,028	7/18/2017	US 2017-0314380 11/02/2017
Borrower	INSTRUMENTED FRACTURING SLURRY FLOW SYSTEM AND METHOD	16/152,695	10/5/2018	N/A
Borrower	ELECTRIC POWERED HYDRAULIC FRACTURING SYSTEM WITHOUT GEAR REDUCTION	16/152,732	10/5/2018	N/A
Borrower	AUTOMATIC FRACTURING SYSTEM	16/160,708	10/15/2018	N/A
Borrower	SMART FRACTURING SYSTEM AND METHOD	16/170,695	10/25/2018	N/A
Borrower	SWITCHGEAR LOAD SHARING FOR OIL FIELD EQUIPMENT	15/893,766	2/12/2018	US 2018/0183219 06/28/2018
Borrower	MULTI-PLUNGER PUMPS AND ASSOCIATED DRIVE SYSTEMS	16/210,807	12/5/2018	N/A
Borrower	HIGH HORSEPOWER PUMPING CONFIGURATION FOR AN ELECTRIC HYDRAULIC FRACTURING SYSTEM	16/210,749	12/5/2018	N/A
Borrower	MICROGRID ELECTRIC LOAD MANAGEMENT	16/268,030	2/5/2019	N/A
Borrower	SYSTEM FOR CENTRALIZED MONITORING AND CONTROL OF ELECTRIC POWERED HYDRAULIC FRACTURING FLEET	15/978,838	5/14/2018	US 2018/0258746 09/13/2018

Owner	Title	Application No.	Filing Date	Publication No./Date
Borrower	Turbine Chilling for Oil Field Power Generation	15/994,759	5/31/2018	US 2018/0274446 09/27/2018
Borrower	HIGH HYDRAULIC HORSE POWER ELECTRIC HYDRAULIC FRACTURING FLEET	62/658,257	4/16/2018	N/A
Borrower	System for Fueling Electric Powered Hydraulic Fracturing Equipment with Multiple Fuel Sources	15/994,772	5/31/2018	N/A
Borrower	Integrated Mobile Power Unit for Hydraulic Fracturing	62/685,797	6/15/2018	N/A
Borrower	Cable Management of Electric Powered Hydraulic Fracturing Pump Unit	16/047,653	7/27/2018	N/A
Borrower	System for Reducing Vibrations in a Pressure Pumping Fleet	16/158,756	10/12/2018	N/A
Borrower	REMOTE MONITORING FOR HYDRAULIC FRACTURING EQUIPMENT	16/167,083	10/22/2018	N/A
Borrower	Riser Assist for Wellsites	62/731,501	9/14/2018	N/A
Borrower	Electric Powered Hydraulic Fracturing Pump System with Single Electric Quintuplex Fracturing Trailers	62/743,360	10/9/2018	N/A
Borrower	Electric Powered Slide Out Platform for Hydraulic Fracturing Unit	62/791,064	1/11/2019	N/A
Borrower	Natural Gas Fueling System for Electric Powered Hydraulic Fracturing Fleets	62/791,458	1/11/2019	N/A
Borrower	Modular Switchgear System and Power Distribution for Electric Oilfield Equipment	62/743,299	10/9/2018	N/A
Borrower	Modular Switchgear System and Power Distribution for Electric Oilfield Equipment		To be filed shortly	N/A
Borrower	INDEPENDENT CONTROL OF AUGER AND HOPPER ASSEMBLY IN ELECTRIC BLENDER SYSTEM	16/356,263	3/18/2019	N/A
Borrower	MONITORING AND CONTROL OF PROPPANT STORAGE FROM A DATAVAN	16/377,861	4/8/2019	N/A
Borrower	FRAC PUMP AUTOMATIC RATE ADJUSTMENT AND CRITICAL PLUNGER SPEED INDICATION	62/821,130	3/20/2019	N/A
Borrower	DAMAGE ACCUMULATION METERING FOR REMAINING USEFUL LIFE DETERMINATION	62/821,193	3/20/2019	N/A
Borrower	OVERSIZED SWITCH GEAR TRAILER FOR ELECTRIC HYDRAULIC FRACTURING	62/821,138	3/20/2019	N/A

TRADEMARK