

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great Plains Oilfield Rental, L.L.C.		08/01/2016	Limited Liability Company: OKLAHOMA
Performance Technologies, L.L.C.		08/01/2016	Limited Liability Company: OKLAHOMA
Nomac Drilling, L.L.C.		08/01/2016	Limited Liability Company: OKLAHOMA
Seventy Seven Energy Inc.		08/01/2016	Incorporated: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: MINNESOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4194724	GREAT PLAINS OILFIELD RENTAL
Serial Number:	86940813	NDEMAND
Serial Number:	86940877	NDEMAND
Registration Number:	4194721	NOMAC DRILLING
Registration Number:	4194726	PERFORMANCE TECHNOLOGIES
Registration Number:	4914381	SEVENTY SEVEN ENERGY
Registration Number:	4914424	SEVENTY SEVEN ENERGY
Registration Number:	4914423	SEVENTY SEVEN ENERGY 77
Registration Number:	4159428	OILFIELD TRUCKING SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6174496999

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: 6174496929

TRADEMARK

Email: wballard@jonesday.com
Correspondent Name: Wendy F Ballard
Address Line 1: 100 High Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 791508-600001

NAME OF SUBMITTER: Wendy F Ballard

SIGNATURE: /Wendy F Ballard/

DATE SIGNED: 08/01/2016

Total Attachments: 7

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as successor administrative agent for the Tranche A Incremental Term Loan Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 25, 2014 as amended by that certain Amendment No. 1 to Credit Agreement and Amendment No. 1 to Guaranty dated as of August 1, 2016 (as further amended, modified, restated, or supplemented from time to time, the "Credit Agreement"), as supplemented by that certain Incremental Term Supplement dated May 13, 2015 as amended by that certain First Amendment to Incremental Term Supplement (Tranche A) and First Amendment to Tranche A Incremental Guaranty dated as of August 1, 2016 (as further amended, modified, restated, or supplemented from time to time, the "Incremental Term Supplement"), by and among Seventy Seven Operating LLC, an Oklahoma limited liability company ("Borrower"), the other Grantors party thereto, the Agent and the Tranche A Incremental Term Loan Lenders party thereto, the Tranche A Incremental Term Loan Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Agent, the Tranche A Incremental Term Loan Lenders, the Borrower and the Grantors party thereto are parties to that certain Amended and Restated Junior Tranche A Incremental Security Agreement, dated as of August 1, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Tranche A Incremental Term Loan Lenders, this 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 as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement or the Incremental Term Supplement, as applicable (provided that, in the event of any conflict between the Credit Agreement and the Incremental Term Supplement, the definitions and meanings in the Incremental Term Supplement shall control) and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the 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 of each of the Beneficiaries, 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 Beneficiaries, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding (as such term is defined in the Intercreditor Agreement) 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 Beneficiaries, pursuant to the 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 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 Security Agreement, the Security Agreement shall govern and 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 prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. 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 6.10 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

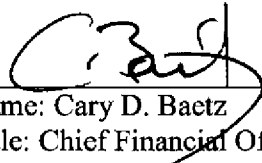
[SIGNATURE PAGE FOLLOWS]

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:

**Great Plains Oilfield Rental, L.L.C.
Nomac Drilling, L.L.C.
Performance Technologies, L.L.C.
Seventy Seven Energy Inc.**

By: _____


Name: Cary D. Baetz

Title: Chief Financial Officer and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: _____

Name:

Title:

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:

**Great Plains Oilfield Rental, L.L.C.
Nomac Drilling, L.L.C.
Performance Technologies, L.L.C.
Seventy Seven Energy Inc.**

By: _____

Name: Cary D. Baetz

Title: Chief Financial Officer and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Agent**

By: _____

Name: Renee Kuhl

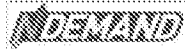
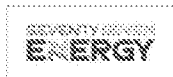
Title: Vice President

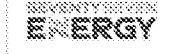
Signature Page to Incremental Trademark Security Agreement

**TRADEMARK
REEL: 005844 FRAME: 0534**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registration/Application

Grantor	Trademark Name	Trademark Status	App Number	App Date	Reg Number	Reg Date	Country
Great Plains Oilfield Rental, L.L.C.	GREAT PLAINS OILFIELD RENTAL	Registered	85532341	2/2/2012	4194724	8/21/2012	United States
Performance Technologies, L.L.C.	NDEMAND	Pending	86940813	3/15/2016			United States
Performance Technologies, L.L.C.	NDEMAND and Design 	Pending	86940877	3/15/2016			United States
Nomac Drilling, L.L.C.	NOMAC DRILLING	Registered	85531369	2/1/2012	4194721	8/21/2012	United States
Performance Technologies, L.L.C.	PERFORMANC E TECHNOLOGI ES	Registered	85532529	2/2/2012	4194726	8/21/2012	United States
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY	Registered	86259434	4/22/2014	4914381	3/8/2016	United States
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY (Stylized) 	Registered	86274020	5/7/2014	4914424	3/8/2016	United States

Grantor	Trademark Name	Trademark Status	App Number	App Date	Reg Number	Reg Date	Country
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY 77 (Stylized) 	Registered	86273997	5/7/2014	4914423	3/8/2016	United States
Great Plains Oilfield Rental, L.L.C.	OILFIELD TRUCKING SOLUTIONS	Registered	85532516	2/2/2012	4159428	6/12/2012	United States

Trade Names

Company	Trade Name/Style	Dates/Period Used
Seventy Seven Energy Inc.	Seventy Seven Energy	Oklahoma: 5/21/14
Nomac Drilling, L.L.C	Mid-States Oilfield Machine	Oklahoma 12/19/14; Texas 12/8/14
Nomac Drilling, L.L.C	Nomac Directional	Ohio 12/8/14; Oklahoma 12/4/14; Pennsylvania 12/8/14; Texas 12/8/14

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.