

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernethy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Association: UNITED STATES

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: 8009144240

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: 800-713-0755

OP \$240.00 4194724

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 08/02/2016

Total Attachments: 9

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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 WELLS FARGO BANK, NATIONAL 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 August 1, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Nomac Drilling, L.L.C., an Oklahoma limited liability company (“Nomac”), Performance Technologies, L.L.C., an Oklahoma limited liability company (“PT”), Great Plains Oilfield Rental, L.L.C., an Oklahoma limited liability company (“GPOR” and together with Nomac, PT and any Person that may hereafter become a Borrower party thereto, each individually a “Borrower”, and collectively as the “Borrowers”), certain affiliates of Borrowers, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), 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; and

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 August 1, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

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

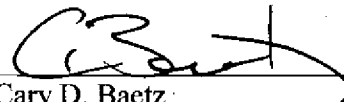
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE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

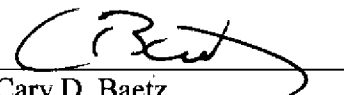
GREATPLAINS OILFIELD RENTAL, L.L.C.

By: 
Name: Cary D. Baetz
Title: Chief Financial Officer and
Treasurer

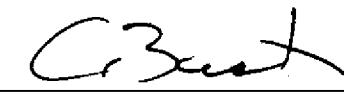
PERFORMANCE TECHNOLOGIES, L.L.C.

By: 
Name: Cary D. Baetz
Title: Chief Financial Officer and
Treasurer

NOMAC DRILLING, L.L.C.

By: 
Name: Cary D. Baetz
Title: Chief Financial Officer and
Treasurer


SEVENTY SEVEN ENERGY INC.

By: 
Name: Cary D. Baetz
Title: Chief Financial Officer and
Treasurer

AGENT:



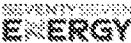
ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: Zachary S. Buchanan
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark Name	Trademark Status	App Number	Application Date	Reg Number	Reg Date
Great Plains Oilfield Rental, L.L.C.	GREAT PLAINS OILFIELD RENTAL	Registered	85532341	2/2/2012	4194724	8/21/2012
Performance Technologies, L.L.C.	NDEMAND	Pending	86940813	3/15/2016		
Performance Technologies, L.L.C.	NDEMAND and Design 	Pending	86940877	3/15/2016		
Nomac Drilling L.L.C.	NOMAC DRILLING	Registered	85531369	2/1/2012	4194721	8/21/2012
Performance Technologies, L.L.C.	PERFORMANCE TECHNOLOGIES	Registered	85532529	2/2/2012	4194726	8/21/2012
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY	Registered	86259434	4/22/2014	4914381	3/8/2016
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY (Stylized) 	Registered	86274020	5/7/2014	4914424	3/8/2016
Seventy Seven Energy Inc.	SEVENTY SEVEN ENERGY 77 (Stylized) 	Registered	86273997	5/7/2014	4914423	3/8/2016
Great Plains Oilfield Rental, L.L.C.	OILFIELD TRUCKING SOLUTIONS	Registered	85532516	2/2/2012	4159428	6/12/2012

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