# CH \$240.00 41947

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM428610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		05/18/2017	National Association: MINNESOTA

## **RECEIVING PARTY DATA**

NECEIVING FARITE				
Name:	Great Plains Oilfield Rental, L.L.C.			
Street Address:	10713 West Sam Houston Parkway North			
Internal Address:	Suite 800			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77064			
Entity Type:	Limited Liability Company: OKLAHOMA			
Name:	Nomac Drilling, L.L.C.			
Street Address:	10713 West Sam Houston Parkway North			
Internal Address:	Suite 800			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77064			
Entity Type:	Limited Liability Company: OKLAHOMA			
Name:	Performance Technologies, L.L.C.			
Street Address:	10713 West Sam Houston Parkway North			
Internal Address:	Suite 800			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77064			
Entity Type:	Limited Liability Company: OKLAHOMA			
Name:	Seventy Seven Energy Inc.			
Street Address:	10713 West Sam Houston Parkway North			
Internal Address:	Suite 800			
City:	Houston			
State/Country:	TEXAS			
Postal Code:	77064			
Entity Type:	Corporation: DELAWARE			
000407007	TRADEMARK			

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#### **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:** 7132292757

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:** 713.229.1757

Email: daltmdept@bakerbotts.com

Correspondent Name: Baker Botts L.L.P. c/o Malory Weir

Address Line 1: 910 Louisiana Street
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Jill M. Errera
SIGNATURE:	/Jill M. Errera/
DATE SIGNED:	05/23/2017

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), effective as of this the 18thday of May, 2017, is given by Wilmington Trust, National Association, in its capacity as successor administrative agent for the Beneficiaries (as defined in the Security Agreement referred to herein) (in such capacity, the "Administrative Agent") to Great Plains Oilfield Rental, L.L.C., an Oklahoma limited liability company ("Great Plains"), Nomac Drilling, L.L.C., an Oklahoma limited liability company ("Nomac"), Performance Technologies, L.L.C., an Oklahoma limited liability company ("Performance Tech"), and Seventy Seven Energy Inc., a Delaware corporation ("Parent" and together with Great Plains, Nomac, and Performance Tech, the "Grantors"). Reference is made to (a) the Credit Agreement, dated as of June 25, 2014, as amended by the certain Amendment No. 1 to Credit Agreement and Amendment No. 1 to Guaranty dated August 1, 2016 (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), as supplemented by that certain Incremental Term Supplement (Tranche A), 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, and as modified by that certain Limited Waiver, dated as of August 1, 2016 (as so amended and modified and 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, as borrower, the other Grantors party thereto, any other Loan Parties party thereto, the Tranche A Incremental Term Lenders party thereto from time to time (the "Incremental Lenders") and the Administrative Agent and (b) the Amended and Restated Junior Tranche A Incremental Security Agreement, dated as of August 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other Loan Parties party thereto and the Administrative Agent. Terms used but not defined herein shall have the meanings ascribed thereto in the Incremental Term Supplement, the Credit Agreement or the Trademark Security Agreement (defined below), as applicable.

## WITNESSETH

**WHEREAS**, the Grantors and the Administrative Agent entered into the Credit Agreement, the Incremental Term Supplement and the Security Agreement;

**WHEREAS**, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, in connection with the Credit Agreement and the Incremental Term Supplement and the Security Agreement, the Grantors executed that certain Trademark Security Agreement, dated as of August 1, 2016 (as heretofore amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), which was duly recorded on August 1, 2016, at Reel 5844/ Frame 0528 with the United States Patent and Trademark Office, and granted to the Administrative Agent a continuing security interest in all right, title and interest of

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the Grantors in and to the Trademarks and other Trademark Collateral (as defined in the Trademark Security Agreement) (collectively, the "IP Collateral");

**WHEREAS**, the Grantors have requested that the Administrative Agent release its security interest in all right, title and interest in and to the IP Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent, without recourse, representation or warranty of any kind or nature, does hereby fully and finally release and relinquish all security interests and liens in the IP Collateral granted to the Administrative Agent (for its own benefit and for the benefit of the Incremental Lenders) by Grantors and releases to the Grantors any rights, title, or interests it may have under such Trademark Security Agreement in, to or under any of the IP Collateral.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

WILMINGTON TRUST, N.A.

as Administrative Agent for the Tranche A Incremental Term Loan Lenders

Name: Title:

Renee Kuhl

Vice President

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# **SCHEDULE A**

# **Released Trademarks**

## **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.	PERFORMANCE TECHNOLOGIES	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

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TRADEMARK

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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

## <u>Trade</u> <u>Names</u>

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

## **Common Law Trademarks**

None.

# **Trademarks Not Currently In Use**

None.

# **Trademark Licenses**

None.

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RECORDED: 05/23/2017

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