

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		08/14/2023	Bank: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	ULTERRA DRILLING TECHNOLOGIES, L.P.		
Street Address:	201 Main Street, Suite 1660		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87483053	XP	
Serial Number:	87768116	SPLIT BLADE	
Serial Number:	87813534	AIRPDC	
Serial Number:	87802909	AIR RAID	
Serial Number:	88088749	NINJA	
Serial Number:	88088742	OMEGA	
Serial Number:	88088728	OMEGA	
Registration Number:	4905182	COUNTERFORCE	
Registration Number:	3535424	U	
Registration Number:	3747804	ULTERRA	
Registration Number:	5047811		
Registration Number:	3841459	UTECHNOLOGY	
Registration Number:	2939133	TORKBUSTER	
Serial Number:	88284554	RIPSAW	
Serial Number:	88284584	RIPSAW	
Serial Number:	88207524	SHOCKWAVE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 87483053

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: 3128622200
Email: noreen.gosselin@kirkland.com
Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	44296-24
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	08/15/2023

Total Attachments: 16

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RELEASE OF TRADEMARK SECURITY AGREEMENT

August 14, 2023

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of November 26, 2018 and attached hereto as Exhibit A (the “2018 Trademark Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of April 15, 2020 and attached here to as Exhibit B (the “2020 Trademark Security Agreement” and, together with the “2018 Trademark Security Agreement”, the “Trademark Security Agreements”), Ultrerra Drilling Technologies, L.P. (“Releasee”) created in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, together with its successors and assigns, “Releasor”) for the benefit of the Secured Parties under that certain Security Agreement, dated as of November 26, 2018, as amended through the date hereof (the “Security Agreement”), a security interest in all Trademark registrations and applications of Releasee, including those that are listed in Schedule I of each Agreement respectively (collectively, the “Trademark Collateral”);

WHEREAS, the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 27, 2018, at Reel 6488, Frame 0895; and

WHEREAS, the 2020 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 15, 2020, at Reel 6916, Frame 0833; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this “Release”) to confirm the release, relinquishment and discharge of Releasor’s security interest in the Trademark Collateral

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

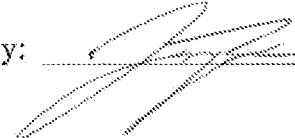
2. Release of Security Interest. Releasor hereby, on behalf of itself and the Secured Parties, (i) terminates, releases, relinquishes and discharges its and the Secured Parties’ security interest in the Trademark Collateral, including without limitation, all of Releasee’s right, title and interest in and to the Trademarks listed on Schedule I to each Agreement, as well as any other lien or security interest Releasor or any Secured Party may have in the Trademark Collateral or any other collateral of Releasee under the Agreements, (ii) terminates each Agreement and (iii) hereby reassigns any and all such right, title and interest that Releasor or any Secured Party may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to Releasee.

3. Authorization. Releasor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

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

By:  _____

Name: Justyn Thomas

Title: Vice President

EXHIBIT A

[see attached]

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 26, 2018, by Ulterra Drilling Technologies, L.P. (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Priority Lien Documents, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Collateral Agency Agreement and Junior Lien Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the security interests created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the

terms of the Collateral Agency Agreement and the Junior Lien Intercreditor Agreement (if then in effect). In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, the terms of the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

[Signature pages follow.]

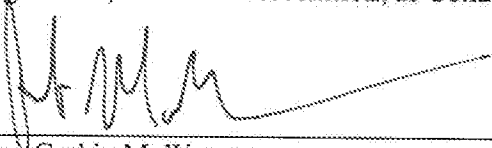
Ulterra Drilling Technologies, L.P., as Grantor

By: *Maria Mejia*
Name: Maria Mejia
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

Wells Fargo Bank, National Association, as Collateral Agent

By:


Name: Corbin M. Womac

Title: Director


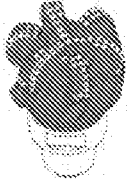
[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 008168 FRAME: 0658

Schedule I
Trademark Registrations and Applications

U.S. Trademarks

Country	Mark	Owner	Reg. No.	Reg. Date
United States	COUNTERFORCE	Ulterra Drilling Technologies, L.P.	4905182	2/23/2016
United States	U Design 	Ulterra Drilling Technologies, L.P.	3535424	11/18/2008
United States	ULTERRA	Ulterra Drilling Technologies, L.P.	3747804	2/9/2010
United States	Teal Drill Bit Design  <i>(Teal Color)</i>	Ulterra Drilling Technologies, L.P.	5047811	9/27/2016
United States	UTECHNOLOGY	Ulterra Drilling Technologies, L.P.	3841459	8/31/2010
United States	TORKBUSTER	Ulterra Drilling Technologies, L.P. (registered in the name of Ulterra, L.P.)	2939133	4/12/2005

U.S. Trademark Applications

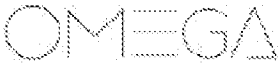
Country	Mark	Owner	App. No.	Filing Date
United States	XP	Ultrerra Drilling Technologies, L.P.	87/483053	6/9/2017
United States	SPLITBLADE	Ultrerra Drilling Technologies, L.P.	87/768116	1/24/2018
United States	AIRPDC	Ultrerra Drilling Technologies, L.P.	87/813534	2/27/2018
United States	AIRRAID	Ultrerra Drilling Technologies, L.P.	87/802909	2/19/2018
United States	NINJA	Ultrerra Drilling Technologies, L.P.	88/088749	8/22/2018
United States	OMEGA	Ultrerra Drilling Technologies, L.P.	88/088742	8/22/2018
United States	OMEGA (Stylized) 	Ultrerra Drilling Technologies, L.P.	88/088728	8/22/2018

EXHIBIT B

[see attached]

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 15, 2020, by Ulterra Drilling Technologies, L.P. (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Priority Lien Documents, the Grantor hereby agrees with the Collateral Agent as follows:

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In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, the terms of the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

[Signature pages follow.]

Ulterra Drilling Technologies, L.P.

By: *Maria Mejia*
Name: Maria Mejia
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

Wells Fargo Bank, National Association, as Collateral Agent

By:

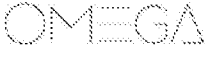


Name: CORBIN M. WOMAC


Title: DIRECTOR

**Schedule I
Trademark Registrations and Applications**

U.S. Trademarks

Country	Mark	Owner	Reg. No.	Reg. Date
United States	AIR RAID	Ulterra Drilling Technologies, L.P.	5746902	5/7/2019
United States	OMEGA	Ulterra Drilling Technologies, L.P.	5846886	8/27/2019
United States		Ulterra Drilling Technologies, L.P.	5846885	8/27/2019
United States	SPLIT BLADE	Ulterra Drilling Technologies, L.P.	5770709	6/4/2019
United States	XP	Ulterra Drilling Technologies, L.P.	5722923	4/9/2019

U.S. Trademark Applications

Country	Mark	Owner	App. No.	Filing Date
United States	RipSaw	Ulterra Drilling Technologies, L.P.	88284554	1/31/2019
United States		Ulterra Drilling Technologies, L.P.	88284584	1/31/2019
United States	SHOCKWAVE	Ulterra Drilling Technologies, L.P.	88207524	11/27/2018