

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flare Industries LLC		04/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Jordon technologies LLC		04/27/2015	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	221 W. 6th Street, 2nd Floor		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3892460	JORDAN	
Registration Number:	3892461		
Registration Number:	2614384	CEB	
Serial Number:	86212619	ENVIRONMENTAL SOLUTIONS. PURE AND SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	7132223291		
<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:	713-221-3306		
Email:	docketing@bgllp.com, constance.rhebergen@bgllp.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	013596.000001		
NAME OF SUBMITTER:	Constance Gall Rhebergen		
SIGNATURE:	/Constance Gall Rhebergen/		
DATE SIGNED:	04/28/2015		

OP \$115.00 3892460

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is dated as of April 27, 2015 by and among FLARE INDUSTRIES, LLC, a Delaware limited liability company (the “Company”), JORDAN TECHNOLOGIES, LLC, a Kentucky limited liability company (“Jordan”, and, collectively with the Company, the “Grantors” and each individually, a “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under the Credit Agreement referred to below. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

PRELIMINARY STATEMENT

The Grantors, the Administrative Agent, the other Loan Parties and the Lenders are entering into a Credit Agreement dated as of April 27, 2015 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Each Grantor is entering into this IP Security Agreement in order to induce the Lenders to enter into and extend credit to the Grantors under the Credit Agreement and to secure the Secured Obligations.

The Grantors own the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, and are party to the intellectual property licenses, in each case, listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of April 27, 2015 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Pledge and Security Agreement”) among the Grantors in favor of Administrative Agent for the ratable benefit of the Secured Parties, the Grantors have granted a security interest in the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Copyrights, Patents, Trademarks and Licenses (each as defined in the Pledge and Security Agreement) set forth on Schedule I attached hereto to secure the payment of all Secured Obligations.

Accordingly, the Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the “IP Collateral”):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world; including but not limited to all the property set forth as “Patents” on Schedule I hereto;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; including but not limited to all the property set forth as “Trademarks” on Schedule I hereto;

(c) (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world; including but not limited to all the property set forth as “Copyrights” on Schedule I hereto; and

(d) (i) any and all licensing agreements or similar arrangements in and to the Patents, Copyrights, or Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof; including but not limited to all pursuant to those certain license or similar arrangements identified as “Intellectual Property Licenses” on Schedule I hereto;

provided that in no event shall the term “IP Collateral” include (a) any permit, lease, license, contract or other instrument of a Grantor (and any general intangible rights thereunder) to the extent that the granting of a security interest in such property in the manner contemplated by this IP Security Agreement, under the terms thereof (which terms are generally applicable and customary) or under applicable law, is prohibited and would result in the termination thereof or give the other parties thereto the right to terminate such Grantor’s rights, titles and interests thereunder (including upon the giving of notice or the lapse of time or both); provided that (i) any such limitation described in this proviso on the security interests granted hereunder shall only apply to the extent that any such prohibition is rendered ineffective or subsequently rendered ineffective pursuant to the UCC or any other applicable law or principles of equity, or

is otherwise no longer in effect or enforceable, or the applicable Grantor has received all necessary consents for such security interests, and (ii) in the event of the termination or elimination of any such prohibition or the requirement for any consent contained in any applicable law, permit, lease, license, contract or other Instrument and in the event any necessary consents are received, in any case, to the extent sufficient to permit any such item to become IP Collateral hereunder, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such property shall be automatically and simultaneously granted hereunder and shall be included as IP Collateral hereunder; and (b) any United States intent-to-use trademark applications for which an amendment to allege use has not been submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that after such acceptance, such intent-to-use trademark application shall be included as IP Collateral hereunder; provided further, that any proceeds received by any Grantor from the sale, transfer or other disposition of the foregoing excluded collateral shall constitute IP Collateral unless any the property constituting such proceeds are themselves subject to the exclusions set forth above.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This IP Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

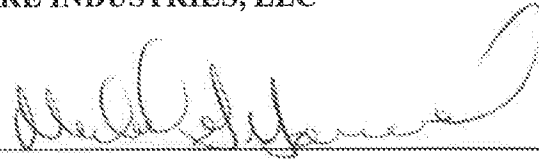
This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

[Remainder of this page intentionally left blank. Signature pages follow.]

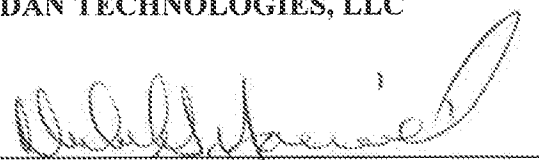
IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this IP Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

FLARE INDUSTRIES, LLC

By: 
Name: Michael G. Hainsworth
Title: President and Chief Executive Officer

JORDAN TECHNOLOGIES, LLC

By: 
Name: Michael G. Hainsworth
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Names: Gabe Terrazas

Title: Executive Director

Signature page to Intellectual Property Security Agreement
(Flare Industries, LLC and Jordan Technologies, LLC - 2015)

#4873834

TRADEMARK
REEL: 005504 FRAME: 0982

Schedule I

PATENTS

Name of Grantor	Jurisdiction	Patent Description	Patent Number	Issue Date
Jordan Technologies, LLC	USA	Method of Preconditioning Absorbent	5,540,757	July 30, 1996
Flare Industries, LLC	NL	Flare Installation Using a NIT-Burner Membrane	1011009	July 14, 200
Flare Industries, LLC	EP	Apparatus for Supply of Gas	000200910-0001	July 9, 2004
Flare Industries, LLC	USA	Gas Burner	D518,169	March 28, 2006
Flare Industries, LLC	CA	Gas Burning Installation	109561	December 13, 2006
Flare Industries, LLC	USA	Modular Flare Stack and Method of Flaring Waste Gas	8,282,389	October 9, 2012
Flare Industries, LLC	CA	Modular Flare Stack and Method of Flaring Waste Gas	2,664,976	September 16, 2014

PATENT APPLICATIONS

Name of Grantor	Jurisdiction	Patent Application	Application Filing Date	Application Serial Number
Jordan Technologies, LLC	USA	Negative Pressure Vapor Recovery System	May 1, 2013	13/874,664
Jordan Technologies, LLC	USA	Carbon Safe Vapor Recovery Unit	November 24, 2014	14/403,331
Jordan Technologies, LLC	USA (Provisional)	Vapor Recovery System	October 7, 2014	62/060,679
Jordan Technologies, LLC	EPC	Carbon Safe Vapor Recovery Unit	May 29, 2013	13797555.3
Jordan Technologies, LLC	PCT	Negative Pressure Vapor Recovery System	January 4, 2014	PCT/US14/14525
Flare Industries, LLC	EP	Modular Flare Stack and Method of Flaring Waste Gas	July 22, 2009	2079961

Name of Grantor	Jurisdiction	Patent Application	Application Filing Date	Application Serial Number
Flare Industries, LLC	EP	Hot surface ignition assembly for use in pilots for flaring, incineration, and process burners	October 28, 2011	11837191.3
Flare Industries, LLC	EP	Industrial Waste Gas Combustion with Heat Recovery Module	March 7, 2012	12290080.6

TRADEMARKS

Name of Grantor	Jurisdiction	Trademark	Registration Date	Registration Number
Jordan Technologies, LLC	USA	JORDAN	Dec. 21, 2010	3,892,460
Jordan Technologies, LLC	USA	JORDAN & Design	Dec. 21, 2010	3,892,461
Jordan Technologies, LLC	Madrid Protocol	JORDAN & Design	Sept. 7, 2010	1052128
Jordan Technologies, LLC	India	JORDAN & Design	Sept. 7, 2010	2019559
Jordan Technologies, LLC	Madrid Protocol	JORDAN	Sept. 7, 2010	1052120
Jordan Technologies, LLC	European CTM	CARBON SAFE	Jan. 10, 2013	011121688
Flare Industries, LLC	BX	CEB	July 1, 2001	0681137
Flare Industries, LLC	EP	CEB	January 23, 2002	1994706
Flare Industries, LLC	USA	CEB	September 3, 2002	2,614,384
Flare Industries, LLC	CA	CEB	December 14, 2004	TMA628383

TRADEMARK APPLICATIONS

Name of Grantor	Jurisdiction	Trademark Application	Application Filing Date	Application Serial Number
Jordan Technologies, LLC	India	JORDAN	Sept. 7, 2010	2019558
Jordan Technologies, LLC	USA	ENVIRONMENTAL SOLUTIONS. PURE AND SIMPLE	March 6, 2014	86/212,619

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

INTELLECTUAL PROPERTY LICENSES

None.