

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION, AS THE CURRENT AND RESIGNING ADMINISTRATIVE AGENT		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS SUCCESSOR ADMINISTRATIVE AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4436460	GSI GULFSTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, SUITE 2000		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0000		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	08/24/2015		
<b>Total Attachments: 20</b>			
source=Gulfstream - Executed IP Assignment(7276502_1_NY)#page1.tif			
source=Gulfstream - Executed IP Assignment(7276502_1_NY)#page2.tif			

OP \$40.00 4436460

source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page3.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page4.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page5.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page6.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page7.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page8.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page9.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page10.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page11.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page12.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page13.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page14.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page15.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page16.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page17.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page18.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page19.tif  
source=Gulfstream - Executed IP Assignment(7276502\_1\_NY)#page20.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”), and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Gulfstream Services, Inc., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

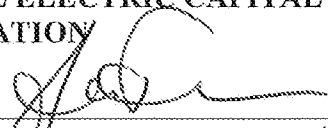
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

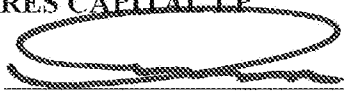
**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:   
Name: STEVEN FLOWERS  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By:   
Name: DAVID BRACKETT  
Title: Duly Authorized Signatory

## EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on October 17, 2014 at Reel 5383, Frame.

Patent Security Agreement recorded with the United States Patent and Trademark Office on October 17, 2014 at Reel 034013, Frame 0444.

EXHIBIT B

[See attached]

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 16, 2014, between the signatory hereto (the "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Trademark Collateral"): all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but

all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

After giving effect to the Acquisition:

GULFSTREAM SERVICES, INC.,  
as Grantor

By: 

Name: Kevin Ryder

Title: Chief Financial Officer and Treasurer

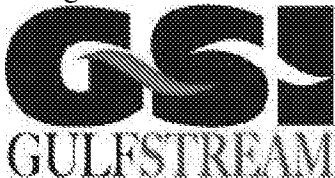
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005606 FRAME: 0800**

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: *Andrew Gupta*  
Title: *Duly Authorized Signatory*

**SCHEDULE 1**

Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
R-STOP	1/31/2013	85/837,842	N/A	N/A	Gulfstream Services, Inc.
GSI GULFSTREAM & Design 	4/12/2013	85/902,788	11/19/2013	4,436,460	Gulfstream Services, Inc.

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of October 16, 2014, between the signatory hereto (the "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

**SECTION 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Patent Collateral"): all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 1 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

**SECTION 2. Recordation.** The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**SECTION 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

After giving effect to the Acquisition:

GULFSTREAM SERVICES, INC.,  
as Grantor

By: 

Name: Kevin Ryder

Title: Chief Financial Officer and Treasurer

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent

By: *Arjun Gupta*

Name: *Arjun Gupta*

Title: *Duly Authorized Signatory*

**SCHEDULE 1**

Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for dropping a pump down plug or ball	5/16/2007	10/27/2009	7,607,481	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	12/06/2007	11/30/2010	7,841,410	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	11/30/2010	7/10/2012	8,215,396	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	7/10/2012	11/5/2013	8,573,301	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	1/6/2009	4/5/2011	7,918,278	Issued	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	5/11/2009	10/23/2012	8,291,977	Issued	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	10/23/2012	2/25/2014	8,657,006	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	7/7/2008	7/19/2011	7,980,313	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for cementine while running casing in a well bore	5/21/2010	10/22/2013	8,561,700	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	8/27/2010	9/4/2012	8,256,515	Issued	Gulfstream Services, Inc.



Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for dropping a pump down plug or ball	9/4/2012	1/7/2014	8,622,130	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	1/7/2014	7/3/2014	(2014-0182852)	Published	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	2/24/2014	N/A	14/188,253	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for cementine while running casing in a well bore	10/22/2013	N/A	14/060,014	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	4/5/2011	2/18/2014	8,651,174	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	2/14/2014	N/A	(2014-0231099)	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for evacuating hydrocarbons from a distressed well	10/28/2011	(6/28/2012)	(2012-0160506)	Published	Gulfstream Services, Inc.
U.S.	Method and apparatus for evacuating hydrocarbons from a distressed well	10/28/2011	(1/9/2014)	(2014-0008077)	Pending	Gulfstream Services, Inc.
U.S.	Hydraulic bucket apparatus	4/12/2012	(11/15/2012)	(2012-0285049)	Pending	Gulfstream Services, Inc.

Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for deactivating a hydraulic device that is leaking hydraulic oil	1/14/2013	(8/8/2013)	(2013-0199619)	Published	Gulfstream Services, Inc.
U.S.	Web restraint system	5/31/2013	(1/16/2014)	(2014-0013571)	Pending	Gulfstream Services, Inc.
U.S.	High pressure pipe and fitting restraint system	2/5/2014	N/A	(2014-0217761)	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for deactivating a hydraulic device that is leaking hydraulic oil	4/15/2014	N/A	14/253,572	Pending	Gulfstream Services, Inc.