

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dragon ESP, LLC		09/30/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W. T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2061550	VE	
Registration Number:	2061549	VE	
Registration Number:	2101193	V.E. ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	7132204285		
<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>			
Email:	annesullivan@andrewskurth.com		
Correspondent Name:	ANDREWS KURTH KENYON LLP		
Address Line 1:	600 Travis, Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	220088		
NAME OF SUBMITTER:	Anne Sullivan		
SIGNATURE:	/Anne Sullivan/		
DATE SIGNED:	10/06/2016		
Total Attachments: 5			
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GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST** (this "Agreement") is made and entered into effective as of September 30, 2016, by The Modern Group, Ltd., a Texas limited partnership ("Modern Group") and Dragon ESP, LLC, a Texas limited liability company ("ESP", and together with Modern Group, collectively, "Grantors") in favor of Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent"), for the equal and ratable benefit of the Lenders from time to time party to the hereinafter described Credit Agreement (hereinafter collectively referred to as the "Lenders") and the other Secured Parties (as defined in the Security Agreement referred to below)

WHEREAS, Grantors own and use in their respective businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of July 29, 2016, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Modern Group, the Lenders and the Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of Modern Group; and

WHEREAS, the Obligations under the Credit Agreement are secured by that certain Security and Pledge Agreement, dated as of October 31, 2014, as ratified and amended by that certain Ratification and Amendment of Security Agreement dated as of July 29, 2016, as ratified and amended by that certain Joinder to, Ratification and Amendment of Security Agreements dated as of September 30, 2016 (as amended and ratified, the "Security Agreement"), under the terms of which the Debtors granted to the Administrative Agent, for the equal and ratable benefit of the Secured Parties, as security for the Obligations described in the Credit Agreement, a security interest in and lien on certain personal property assets of such Debtors, as more fully described in therein. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement or Security Agreement, as applicable; and

WHEREAS, in connection with a reorganization, Modern Group has assigned to Dragon Products Group, LLC, a Texas limited liability company ("Dragon") and Dragon has assumed all of the obligations of Modern Group, as the borrower, under the Credit Agreement pursuant to that certain Assumption Agreement and Amendment to Loan Documents dated as of September 30, 2016 (the "Assumption"); and

WHEREAS, it is a condition precedent to the effectiveness (or continued effectiveness) of the Credit Agreement, the Assumption and the obligations of the Lenders under the Credit Agreement, that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, Grantors have agreed to grant in favor of the Administrative Agent for the benefit of the Secured Parties a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;

(ii) all renewals of trademark and service mark registrations;

(iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, (a) any intent-to-use application or (b) any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 30th day of September, 2016.

DRAGON ESP, LLC (formerly Dragon ESP, Ltd. and successor by merger to V.E. Enterprises, LLC and Antec Fabrication, LLC),
a Texas limited liability company

By: 
Casey Crenshaw, President

THE MODERN GROUP, LTD.
(successor by merger to Dragon Industries, Inc. and The Modern Group GP-Sub, Inc.),
a Texas limited partnership

By: The Modern Group GP, Inc., a Texas corporation, its general partner

By: 
Casey Crenshaw, President

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 005894 FRAME: 0509

Schedule A

Trademark Collateral

Trademarks:

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
Dragon ESP, LLC (successor by merger to V.E. Enterprises, LLC)	VE	2,061,550	5/13/1997
Dragon ESP, LLC (successor by merger to V.E. Enterprises, LLC)	VE (Stylized)	2,061,549	5/13/1997
Dragon ESP, LLC (successor by merger to V.E. Enterprises, LLC)	V.E. ENTERPRISES	2,101,193	9/30/1997

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
The Modern Group, Ltd.	Design (Dragon) 50885/7	1,590,487	04/10/1990
The Modern Group, Ltd.	Design (Dragon) 50885/3D	1,927,076	10/17/1995
The Modern Group, Ltd.	DRAGON	3,094,785	05/23/2006
The Modern Group, Ltd.	COOPER	3,539,145	11/25/2008
The Modern Group, Ltd.	DRAGON ESP	3,575,028	02/17/2009
The Modern Group, Ltd.	DRAGON RIGS	3,575,027	02/17/2009
The Modern Group, Ltd.	DRAGON PRODUCTS	3,575,026	02/17/2009
The Modern Group, Ltd.	DRAGON TRAILERS	3,575,000	02/17/2009
The Modern Group, Ltd.	DRAGON TANKS	3,578,939	02/24/2009
The Modern Group, Ltd.	DRAGON RIG SALES AND SERVICES	3,608,201	04/21/2009
The Modern Group, Ltd.	DRAGON PUMPS	3,675,075	09/01/2009
The Modern Group, Ltd.	RANCO TRAILERS	3,730,441	12/29/2009

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>
The Modern Group, Ltd.	DRAGON WIND	3,803,642	06/15/2010
The Modern Group, Ltd.	ROCKY MOUNTAIN SERIES	4,244,405	11/20/2012
The Modern Group, Ltd.	ROCKY MOUNTAIN SERIES (& design)	4,244,406	11/20/2012
The Modern Group, Ltd.	ROCKY MOUNTAIN CANADIAN SERIES & Design	4,244,407	11/20/2012
The Modern Group, Ltd	BETHLEHEM PUMP JACKS	86/307,586	06/12/2014
The Modern Group, Ltd	BETHLEHEM PUMP JACKS BY DRAGON	86/307,581	06/12/2014
The Modern Group, Ltd	COOPER	4,793,009	08/18/2015