

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407406

| | | | |
|---|--|--------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ABL Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Strike, LLC | | 11/30/2016 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 901 Main Street, 14th Floor | | |
| Internal Address: | Mail Code TX1-492-14-06 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4293076 | P PICKETT SYSTEMS | |
| Registration Number: | 4195914 | STRIKE | |
| Registration Number: | 4195915 | STRIKE | |
| Registration Number: | 3434733 | STRIKE CONSTRUCTION | |
| Registration Number: | 4135488 | STRIKE CONSTRUCTION, LLC | |
| Registration Number: | 3949500 | FIELD TICKET MANAGEMENT SYSTEM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |

OP \$165.00 4293076

| | |
|---------------------|------------|
| DATE SIGNED: | 12/02/2016 |
|---------------------|------------|

Total Attachments: 6

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ABL LOAN TRADEMARK SECURITY AGREEMENT

This ABL LOAN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 30, 2016, is made by STRIKE, LLC, a Texas limited liability company (the “Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

WHEREAS, STRIKE CAPITAL, LLC, a Texas limited liability company (“Holdings”), STRIKE, LLC, a Texas limited liability company (“Strike”), DELTA DIRECTIONAL DRILLING, LLC, a Texas limited liability company (together with Holdings and Strike, the “Borrowers”), the Subsidiary Guarantor party thereto, BANK OF AMERICA, N.A., as Administrative Agent, and certain financial institutions from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into that certain ABL Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the United States registered Trademarks and Trademarks for which United States applications are pending, including those set forth in Schedule A hereto (the “IP Collateral”).

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to conflict of law principles to the extent such principles would require the application of the laws of another jurisdiction.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Credit Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STRIKE, LLC,
as Grantor

By: 

Name: Stephen V. Pate

Title: Chief Executive Officer

[Signature Page to ABL Trademark Security Agreement]



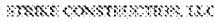
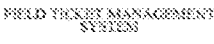
TRADEMARK
REEL: 005934 FRAME: 0928

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Laura K Parrish*
Name: Laura Parrish

SCHEDULE A

United States Trademarks and Trademark Applications

| <u>Owner</u> | <u>Trademark/SN/RN</u> | <u>Status/Status Date</u> | <u>Filing Date & Number</u> | <u>Registration Date & Number</u> |
|--------------|---|--|-------------------------------------|---------------------------------------|
| Strike, LLC | P PICKETT SYSTEMS and Design  | Registered February 19, 2013 | September 20, 2011 SN: 85-427162 | February 19, 2013 RN: 4,293,076 |
| Strike, LLC | STRIKE STRIKE | Registered August 21, 2012 | September 20, 2011 SN: 85-427037 | August 21, 2012 RN: 4,195,914 |
| Strike, LLC | STRIKE and Design  | Registered August 21, 2012 | September 20, 2011 SN: 85-427071 | August 21, 2012 RN: 4,195,915 |
| Strike, LLC | STRIKE CONSTRUCTION and Design | Registered May 27, 2008 | August 23, 2007 SN: 77-263058 | May 27, 2008 RN: 3,434,733 |
| Strike, LLC | STRIKE CONSTRUCTION, LLC  | Registered May 1, 2012 | September 12, 2011 SN: 85-420489 | May 1, 2012 RN: 4,135,488 |
| Strike, LLC | FIELD TICKET MANAGEMENT SYSTEM  | Registered Supplemental Register April 19, 2011 | April 29, 2010 SN: 85-026758 | April 19, 2011 RN: 3,949,500 |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Strike, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-TX

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 30, 2016

- Assignment
- Security Agreement
- Other ABL Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: Mail Code TX1-492-14-06
901 Main Street, 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

November 30, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450