

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENERGY INTERNATIONAL SERVICES, L.L.C.		12/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JP MORGAN CHASE BANK, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	9th Floor, TX1-2921		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3622127	CENERGY	
Registration Number:	3622125	CENERGY	
Registration Number:	5026206	CP CENERGY PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0013214-00071		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/Robert Jackson/		
DATE SIGNED:	01/08/2018		
Total Attachments: 7			

OP \$90.00 3622127

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 22, 2017, is by and between CENERGY INTERNATIONAL SERVICES, L.L.C., a Delaware limited liability company ("Grantor"), whose address is 12650 Crossroads Park Drive, Houston, Texas 77065, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 2200 Ross Avenue, 9th Floor, TX1-2921, Dallas, Texas 75201, Attention: Timothy J. Whitefoot, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Administrative Agent, Grantor, the other Loan Parties which are parties thereto, and each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, contemporaneously herewith, Grantor and the other Loan Parties which are parties thereto have executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement of even date herewith, by and between Grantor, such other Loan Parties and Administrative Agent (said Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

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

1. Grant of Security Interest. Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Secured Parties, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (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 each Trademark listed on Schedule 1 attached hereto; (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, present 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; and

demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Secured Parties, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the heirs, legal representatives, trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

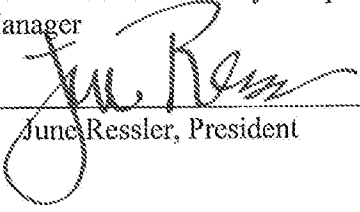
[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

CENERGY INTERNATIONAL SERVICES,
L.L.C., a Delaware limited liability company

By: Akashic Holding Company,
a Delaware limited liability company,
its Manager

By: 
June Ressler, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

AUS:0013214/00071:723360v3

**TRADEMARK
REEL: 006244 FRAME: 0864**

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"


CENERGY INTERNATIONAL SERVICES,
L.L.C., a Delaware limited liability company

By: Akashic Holding Company,
a Delaware limited liability company,
its Manager

By: _____
June Ressler, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Administrative Agent

By: 
Name: Timothy V. Whitefoot
Title: Authorized Officer

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

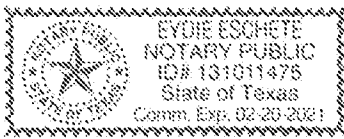
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TRADEMARK

REEL: 006244 FRAME: 0865

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on Dec. 18, 2017, by June Ressler, President of Akashic Holding Company, a Delaware limited liability company acting in its capacity as Manager of Cenergy International Services, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the
State of Texas
Printed Name: Eydie Eschele
My Commission Expires: Feb. 20, 2021

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by _____ of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent, on behalf of said association acting in said capacity.

Notary Public in and for the
State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

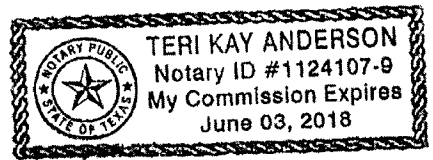
This instrument was acknowledged before me on _____, 2017, by June Ressler, President of Akashic Holding Company, a Delaware limited liability company acting in its capacity as Manager of Cenergy International Services, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the
State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 20 2017, by Timothy J. White Authorized Officer of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent, on behalf of said association acting in said capacity.

Teri Kay Anderson
Notary Public in and for the
State of Texas
Printed Name: Teri Kay Anderson
My Commission Expires: 6/3/2018



**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application Ser. No./ Filing Date</u>	<u>Registration No./ Registration Date</u>	<u>Status</u>	<u>Record Owner</u>
US	Cenergy (Word Mark)	77/539,517 08/05/2008	3,622,127 05/19/2009	Registered	Cenergy International Services, L.L.C.
US	Cenergy (Design plus Words, Letters and/or Numbers)	77/539,389 08/05/2008	3,622,125 05/19/2009	Registered	Cenergy International Services, L.L.C.
US	Cenergy Partners (Design plus Words, Letters and/or Numbers)	86-868,805 1/7/2016	5,026,206	Registered	Cenergy International Services, L.L.C.

Schedule 1

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RECORDED: 01/08/2018

**TRADEMARK
REEL: 006244 FRAME: 0868**