

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMS ENERGY SOLUTIONS, LLC		02/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	41ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3848233	EMS USA	
Registration Number:	3848234	EMS USA	
Registration Number:	4009654	EMS PIPELINE SERVICES	
Registration Number:	4012642	EHSSUITE	
Registration Number:	4524530	INTEGRATED SOLUTIONS FOR THE SAFE DELIVE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	56013.013		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

CH \$140.00 3848233

DATE SIGNED:	02/12/2018
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Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT

THIS TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of February 12, 2018, (this “**Agreement**”), among EMS ENERGY SOLUTIONS, LLC, a Delaware limited liability company (the “**Grantor**”), and OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of February 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR Integrity, LLC, a Delaware limited liability company (“**Holdco**”), LineStar Integrity Services, LLC (formerly known as Integrity Acquisition Co. LLC, formerly known as EMS Energy Solutions Holdings, LLC), a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of February 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdco, the other Guarantors from time to time party thereto, Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor pursuant to the Security Agreement has granted, and hereby grants, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators 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 similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I; and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This 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 security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

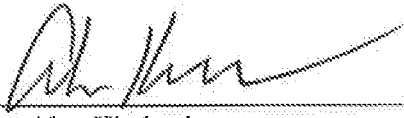
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EMS Energy Solutions, LLC
as the Grantor

By: 
Name: Daniel Cowan
Title: Chief Executive Officer




[Signature Page to Trademark Short Form Security Agreement]

OWL ROCK CAPITAL CORPORATION
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Chief Financial Officer

Schedule I

United States Trademarks and Trademark Applications

Mark	Registration/ Application Number	Owner	Country
	US Reg. 3848233	EMS Energy Solutions, LLC	USA
EMS USA	US Reg. 3848234	EMS Energy Solutions, LLC	USA
EMS PIPELINE SERVICES	US Reg. 4009654	EMS Energy Solutions, LLC	USA
EHSSUITE	US Reg. 4012642	EMS Energy Solutions, LLC	USA
INTEGRATED SOLUTIONS FOR THE SAFE DELIVERY OF ENERGY	US Reg. 4524530	EMS Energy Solutions, LLC	USA
	CA Reg. TMA744595	EMS Energy Solutions, LLC	USA
EMS CANADA	CA Reg. TMA744606	EMS Energy Solutions, LLC	USA
	MX Reg. 1117006	EMS Energy Solutions, LLC	USA
IMS-AMERICAS	MX Reg. 1241115	EMS Energy Solutions, LLC	USA