

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRYPHON OILFIELD SOLUTIONS, LLC		05/08/2018	Limited Liability Company: DELAWARE
GRYPHON CASING SOLUTIONS, LLC		05/08/2018	Limited Liability Company: DELAWARE
GRYPHON OILFIELD SOLUTIONS ULC		05/08/2018	Unlimited Liability Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	380 Interlocken Crescent
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4623155	SURETECH COMPLETIONS
Registration Number:	4975750	SURESTACK MULTISTAGE ISOLATION SYSTEM
Registration Number:	5221838	SURESTART
Serial Number:	85663317	SUREPLUG MS MULTISTAGE FRACTURING PLUG
Serial Number:	87128875	GRYPHON OILFIELD SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	F176923 TM
NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	05/09/2018

Total Attachments: 10

source=Gryphon -SVB-Trademark Filing#page3.tif
source=Gryphon -SVB-Trademark Filing#page4.tif
source=Gryphon -SVB-Trademark Filing#page5.tif
source=Gryphon -SVB-Trademark Filing#page6.tif
source=Gryphon -SVB-Trademark Filing#page7.tif
source=Gryphon -SVB-Trademark Filing#page8.tif
source=Gryphon -SVB-Trademark Filing#page9.tif
source=Gryphon -SVB-Trademark Filing#page10.tif
source=Gryphon -SVB-Trademark Filing#page11.tif
source=Gryphon -SVB-Trademark Filing#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 8, 2018 by and among (i) **SILICON VALLEY BANK** (“**Bank**”), (ii) **GRYPHON OILFIELD SOLUTIONS, LLC**, a Delaware limited liability company (“**Gryphon**”); (iii) **GRYPHON CASING SOLUTIONS, LLC**, a Delaware limited liability company (“**Casing**”); and (iv) **GRYPHON OILFIELD SOLUTIONS ULC**, an unlimited liability company organized under the laws of the Province of British Columbia, Canada (“**Gryphon Canada**”, and together with Gryphon and Casing, individually and collectively, jointly and severally, the “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GRYPHON OILFIELD SOLUTIONS, LLC

By: [Signature]
Name: Ben Weber
Title: Chief Executive Officer

GRYPHON OILFIELD SOLUTIONS ULC

By: [Signature]
Name: Ben Weber
Title: Vice-President

GRYPHON CASING SOLUTIONS, LLC

By: [Signature]
Name: Ben Weber
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GRYPHON OILFIELD SOLUTIONS, LLC

By _____
Name: _____
Title: _____

GRYPHON OILFIELD SOLUTIONS ULC

By _____
Name: _____
Title: _____

GRYPHON CASING SOLUTIONS, LLC

By _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK


By: 
Name: Derek Holmster
Title: VP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Gryphon Oilfield Solutions, LLC

<u>Docket #</u>	<u>Country</u>	<u>Serial No./ Pat. No.</u>	<u>App. Date/ Issue Date</u>	<u>Title</u>	<u>Status</u>
0103244.0 14US5	US	13/643,977 9,611,727	4/28/2011 4/04/2017	Apparatus and Method for Fracturing a Well	Granted
0103244. 100US0	US	62/517,284 (provisional)	6/09/2017 N/A	Metal Ring Seal and Improved Profile Selective System for Downhole Tools	6/09/2018- Deadline to file nonprovisional
0103244.0 14CA1	CA	2,224,917/ 2,224,917	1/23/1998 12/14/2004	Bridge Plug for a Well Bore	Granted
0103244.0 14CA2	CA	2,809,205 2,809,205	8/23/2011 7/07/2015	Apparatus and Method for Fracturing a Well	Granted
0103244.0 14CA3	CA	2,746,171 N/A	7/13/2011 N/A	Retrievable Stimulation Frac (RSF) Plug	Pending
0103244.0 14CA5	CA	2,797,821 2,797,821	4/28/2011 7/05/2016	Apparatus and Method for Fracturing a Well	Granted
0103244.0 14CA6	CA	2,858,953 N/A	8/12/2014 N/A	Profile Selective System for Downhole Tools	Pending
0103244.0 14CA7	CA	2,816,008 N/A	5/17/2013 N/A	Packer with Integral Centralizer	Pending
0103244.0 14MX2	MX	MX2013002163 335,133	8/23/2011 11/25/2015	Apparatus and Method for Fracturing a Well	Granted
0103244.0 14US1	US	09/235,431 6,131,656	1/22/1999 10/17/2000	Bridge Plug for a Well Bore	Granted
0103244.0 14US2	US	13/775,404 8,944,169	8/23/2011 2/03/2015	Apparatus and Method for Fracturing a Well	Granted
0103244.0 14US3	US	13/183,014 8,869,904	7/14/2011 10/28/2014	Retrievable Stimulation Frac (RSF) Plug	Granted
0103244.0 14US5	US	13/643,977 N/A	4/28/2011 N/A	Apparatus and Method for Fracturing a Well	Pending
0103244.0 14US6	US	14/454,508 9,739,117	8/07/2014 8/22/2017	Profile Selective System for Downhole Tools	Granted
0103244.1 01US3	US	15/681,038 N/A	8/18/2017 N/A	Profile Selective System for Downhole Tools	Pending

043612-0131	US	62/549,502 N/A	08/24/2017 N/A	Insertable Float Equipment	Pending
180024-5089	US	62/572,117 N/A	10/13/2017 N/A	Mid-String Wiper Plug and Carrier	Pending
	CA	2,816,503 N/A	05/24/2013 N/A	Retreivable Stimulation Frac Plug with Ball and Seat	Pending

EXHIBIT C

Trademarks

Gryphon Oilfield Solutions, LLC

<u>Docket #</u>	<u>Country</u>	<u>Mark</u>	<u>Serial No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>	<u>Class</u>	<u>Status</u>
0103244. 014.1US	US		85/663,311 4,623,155	6/27/2012 10/21/2014	007 037 042	Registered
0103244. 014.2CA	CA		TMA924868 1,583,839	6/27/2012 1/05/2016	020 037 042	Registered
0103244. 014.2US	US		85/663,317 N/A	6/27/2012 N/A	020 037 042	Pending
0103244. 014.4CA	CA		TMA925047 1,583,834	6/27/2012 1/06/2016	007 037 042	Registered
0103244. 014.4US	US		85/663,341 4,975,750	6/27/2012 6/14/2016	007 037 042	Registered
0103244. 014.5US	US	GRYPHON OILFIELD SOLUTIONS	87/128,875 N/A	8/05/2016 N/A	007 020 037 042	Pending
0103244. 014.6CA	CA	SURESTART	1803270 N/A	10/04/2016 N/A	007	Pending
0103244. 014.6US	US	SURESTART	87/188,236 5,221,838	9/29/2016 6/13/2017	006 009	Registered
	CA		1583838 TMA924867	06/27/2012 01/05/2016	007 008 009 037 042	Registered

EXHIBIT D

Mask Works

None.