

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476169

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stress Engineering Services, Inc.		05/01/2018	Corporation: TEXAS
Stress Offshore, Inc.		05/01/2018	Corporation: TEXAS
Stress Subsea, Inc.		05/01/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Captial One, National Association, as Lender
Street Address:	5444 Westheimer Road, Suite 700
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85410570	EB-IMP
Serial Number:	85410572	ENGINEERING-BASED INTEGRITY MANAGEMENT P
Serial Number:	77626050	MOHR
Serial Number:	77626037	MOHR ENGINEERING DIVISION
Serial Number:	77653727	S
Serial Number:	75429228	
Serial Number:	86616410	SES OUTDOOR
Serial Number:	86704221	HELP DESIGN CO.
Serial Number:	86703661	HELP DESIGN CO.
Serial Number:	86617562	S
Serial Number:	86616411	STRESS OUTDOOR
Serial Number:	86626995	STRESS ENGINEERING SERVICES
Serial Number:	86616409	STRESS ENGINEERING SERVICES INC. OUTDOOR
Serial Number:	77653553	SS
Serial Number:	77653700	STRESS OFFSHORE
Serial Number:	77653578	STRESS SUBSEA
Serial Number:	86766509	REV IT UP SAFELY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87621664	RFMS
Serial Number:	76720277	NEOSIGHT

CORRESPONDENCE DATA

Fax Number: 7132266397
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: 7132266000
Email: TMMail@porterhedges.com
Correspondent Name: Jonathan Pierce
Address Line 1: P.O. Box 4744
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	05/31/2018

Total Attachments: 12

- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page1.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page2.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page3.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page4.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page5.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page6.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page7.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page8.tif
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- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page10.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page11.tif
- source=2018-05-01 Updated Executed Patent and Trademark Security Agreement#page12.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of May 1, 2018, is made by and among STRESS ENGINEERING SERVICES, INC., a Texas corporation (“**SES**”), STRESS OFFSHORE, INC., a Texas corporation (“**SOI**”), and STRESS SUBSEA, INC., a Texas corporation (“**SSI**”, and together with SES and SOI, each, a “**Debtor**” and collectively, the “**Debtors**”), and CAPITAL ONE, NATIONAL ASSOCIATION (“**Secured Party**”).

Recitals

A. SES, as borrower, SOI and SSI, as guarantors, and the other Loan Parties (as defined therein) from time to time party thereto, and Secured Party, as lender, are parties to that certain Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”) dated the same date as this Agreement, setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of the Borrower, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of Debtors’ right, title and interest in and to United States patents or applications for United States patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“**Security Interest**” has the meaning given in **Section 2**.

“**Trademarks**” means all of Debtors’ right, title and interest in and to: (i) United States (a) trademarks, (b) service marks, (c) collective membership marks, (d) registrations and applications for registration for each, and (e) the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Debtor hereby pledges and grants to Secured Party a security interest (the “**Security Interest**”) in the Patents and in the Trademarks to secure payment of the Obligation. The Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor as set forth in Section 6 of the Credit Agreement. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Notwithstanding the foregoing, no Security Interest shall be granted pursuant to this Agreement in any right, title or interest in any permit lease, license, contract or agreement held by any Debtor or to which any Debtor is a party or any of its right, title or interest thereunder to the

extent, but only to the extent, that the grant in this Section 2 would, under the terms of such permit, lease, license, contract or agreement, result in a breach of the terms of, or constitute a default under or result in the termination of or give rise to a right on the part of the parties thereto, other than any Debtor, to terminate any permit, lease, license, contract or agreement held by any Debtor or to which Debtor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, such right, title or interest in such permit, lease, license, contract or agreement shall cease to be excluded.

3. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees as follows:

(a) Patents. **Exhibit A** accurately lists all Patents owned by Debtors as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor owns any Patents not listed on **Exhibit A**, then such Debtor shall within 60 days provide written notice to Secured Party with a replacement **Exhibit A**, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Trademarks. **Exhibit B** accurately lists all Trademarks owned by Debtors as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Debtor's or any Affiliate's business(es). If after the date hereof, any Debtor owns any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to any Debtor's or any Affiliate's business(es)), then such Debtor shall within 60 days provide written notice to Secured Party with a replacement **Exhibit B**, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Loan Parties. As of the date hereof, no Loan Party owns any Patent or Trademark that is not listed on **Exhibit A** or **Exhibit B**. If after the date hereof, any Loan Party owns any Patent or Trademark not listed on **Exhibit A** or **Exhibit B**, then SES shall, or shall cause such other Loan Party to, promptly notify Secured Party of such Patent or Trademark and either (i) execute and deliver, or cause such other Loan Party to execute and deliver, to Secured Party a patent and trademark security agreement substantially in the form of this Agreement, or a supplement or joinder to this Agreement, as applicable.

(d) Title. Each Debtor has valid title to each Patent and each Trademark listed on **Exhibits A** and **B**, free and clear of all Liens except Permitted Liens. Each Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, valid title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. Each Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Each Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business based on the sole business judgment

of the Debtors. In respect of any such Patent or Trademark, each Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any such Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof in any case that could reasonably be expected to cause the termination or relinquishment of ownership of any Debtor for any such Patent or Trademark.

(h) Secured Party's Right to Take Action. If any Debtor fails to perform or observe any of its covenants or agreements set forth in this **Section 3**, and if such failure continues for a period of ten (10) calendar days after Secured Party gives such Debtor written notice thereof, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Debtor shall pay Secured Party on demand the amount of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under **Section 6**, together with interest thereon from the date Secured Party notifies Debtors that any such cost or expense has been expended or incurred by Secured Party at the Default Rate until such cost or expense is paid.

(j) Power of Attorney. Solely for purposes of Secured Party exercising its rights under subsection (h) above and exercising its rights under **Section 6**, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of each Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by any Debtor under this **Section 3**, or, necessary for Secured Party, during the existence of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with this clause (j). The power of attorney granted herein shall terminate upon the Termination Date.

4. Debtors' Use of the Patents and Trademarks. Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, subject to Secured Party's right to enforce the Security Interest.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) a "Default", as defined in the Credit Agreement, shall occur; or (b) any Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in **Section 3** shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default that has continued for a period of 30 days after the earlier of (i) the date on which an officer of any Debtor becomes aware of such failure and (ii) the date on which Secured Party provides notice of such failure to any Debtor, and at any time thereafter so long as such Event of Default continues, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks, with any proceeds thereof to be applied in accordance with the Credit Agreement.

(c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, such Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. Notwithstanding the foregoing, the Security Interest hereunder in respect of any portion of property subject thereto shall be automatically released upon the Disposition thereof in a transaction that is permitted by the Credit Agreement. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by each Debtor and delivered to Secured Party, and each Debtor waives notice of Secured Party's acceptance hereof. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. The delivery of any such counterpart by electronic mail transmission shall be effective to the same extent as if an original copy thereof was delivered. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligation.

8. Governing Law.

(a) This Agreement and each other Loan Document must be construed, and its performance enforced, under Texas Law.

(b) ANY SUITS, CLAIMS OR CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN A COURT OF APPROPRIATE JURISDICTION IN HARRIS COUNTY, TEXAS AND OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN SUCH FORUM ARE HEREBY EXPRESSLY WAIVED.

(c) EACH PARTY HEREBY ACKNOWLEDGES THAT (I) THE NEGOTIATION, EXECUTION, AND DELIVERY OF THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT CONSTITUTE THE TRANSACTION OF BUSINESS WITHIN THE STATE OF TEXAS, (II) ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL BE A CAUSE OF ACTION ARISING FROM SUCH TRANSACTION OF BUSINESS, AND (III) EACH PARTY UNDERSTANDS, ANTICIPATES, AND FORESEES THAT ANY ACTION FOR ENFORCEMENT UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT AGAINST IT IN THE STATE OF TEXAS. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HEREBY SUBMITS TO JURISDICTION IN THE STATE OF TEXAS FOR ANY ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR JURISDICTION TO OBJECT TO JURISDICTION OR VENUE WITHIN HARRIS COUNTY, TEXAS; NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 8 SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION OR EXERCISING ANY RIGHTS AGAINST ANY DEBTOR, ANY COLLATERAL, OR ANY OF ANY DEBTOR'S PROPERTIES IN ANY OTHER COUNTY, STATE, OR JURISDICTION. INITIATING SUCH ACTION OR PROCEEDING OR TAKING ANY SUCH ACTION IN ANY OTHER STATE OR JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER BY SECURED PARTY OF ANY OF THE FOREGOING.

9. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures and Acknowledgments are on the following pages.]

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth in the notary acknowledgments below but shall be effective for all purposes as of the date set forth in the preamble to this Agreement.

DEBTOR:

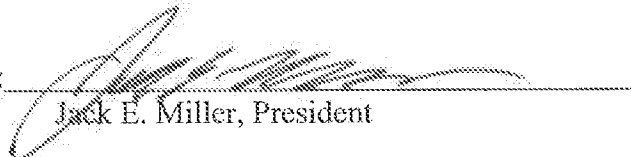
STRESS ENGINEERING SERVICES, INC.,
a Texas corporation

By: 
Jack E. Miller, President

DEBTOR:

STRESS OFFSHORE, INC.,
a Texas corporation

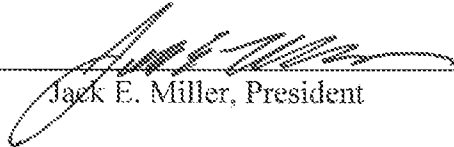
By: _____

A handwritten signature in dark ink, appearing to read "Jack E. Miller", is written over a horizontal dotted line. The signature is stylized and somewhat cursive.

Jack E. Miller, President

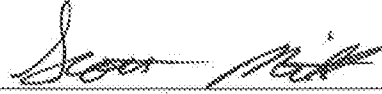
DEBTOR:

STRESS SUBSEA, INC.,
a Texas corporation

By:  _____
Jack E. Miller, President

SECURED PARTY:

CAPITAL ONE, NATIONAL ASSOCIATION

By: 

Scott Miller, Vice President

EXHIBIT A

PATENTS AND PATENT LICENSES

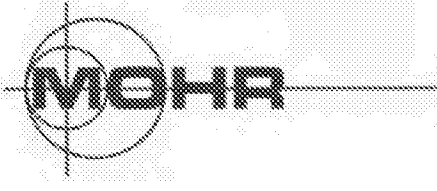
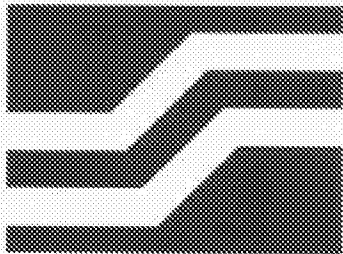
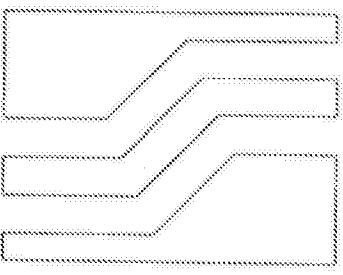

<u>Owner</u>	<u>App / Pat No.</u>	<u>Title</u>
Stress Engineering Services, Inc.	20160363250	Crack Arrestor
Stress Engineering Services, Inc.	20120303293	Fatigue Monitoring
Stress Engineering Services, Inc.	20050069603	Embossing Apparatus
Stress Engineering Services, Inc.	20030228445	Embossing Method
Stress Engineering Services, Inc.	20030204965	Parallel Kinematic Micromanipulator
Stress Engineering Services, Inc.	20030106230	Parallel Kinematic Micromanipulator
Stress Engineering Services, Inc.	8,725,429	Fatigue Monitoring
Stress Engineering Services, Inc.	5,892,314	Piezoelectric Circuit
Stress Engineering Services, Inc.	5,822,057	System and Method for Inspecting a Cast Structure
Stress Engineering Services, Inc.	5,798,600	Piezoelectric Pumps
Stress Engineering Services, Inc.	US Non provisional patent application 15/793,726	Pipeline Insulated Remediation System and Installation Method
Stress Engineering Services, Inc.	US Non provisional patent application 15/890,175	Remotely Controlled Pipeline Section Internal Device Repair
Stress Engineering Services, Inc.	62/637,205	Illegal Tapping Detection and Prevention
Stress Engineering Services, Inc.	US National Phase Patent application No. 15/558,054	Large Sample Testing Devise, Method, and System

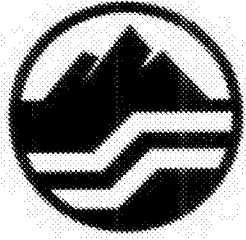
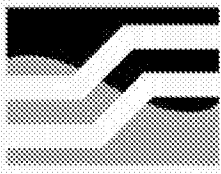
Exhibit A

TRADEMARK
REEL: 006339 FRAME: 0590

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

<u>Owner</u>	<u>App S.N. / Reg No</u>	<u>Mark</u>
Stress Engineering Services, Inc.	4,347,395	EB-IMP
Stress Engineering Services, Inc.	4,251,750	ENGINEERING-BASED INTEGRITY MANAGEMENT PROGRAM
Stress Engineering Services, Inc.	3,780,028	"MOHR" 
Stress Engineering Services, Inc.	3,769,888	MOHR ENGINEERING. DIVISION
Stress Engineering Services, Inc.	3,843,599	"S" 
Stress Engineering Services, Inc.	2,275,638	
Stress Engineering Services, Inc.	86616410	SES OUTDOOR
Stress Engineering Services, Inc.	4,881,688	HELP DESIGN CO. 
Stress Engineering	4,881,686	HELP DESIGN CO.

<u>Owner</u>	<u>App S.N. / Reg No</u>	<u>Mark</u>
Services, Inc.		
Stress Engineering Services, Inc.	86617562	
Stress Engineering Services, Inc.	86616411	STRESS OUTDOOR
Stress Engineering Services, Inc.	4,912,563	STRESS ENGINEERING SERVICES
Stress Engineering Services, Inc.	86616409	STRESS ENGINEERING SERVICES INC. OUTDOOR DIVISION
Stress Subsea, Inc.	3,748,464	"SS" 
Stress Offshore, Inc.	3,852,101	STRESS OFFSHORE
Stress Subsea, Inc.	3,766,073	STRESS SUBSEA
Stress Engineering Services, Inc.	5,182,488	REV IT UP-SAFELY
Stress Engineering Services, Inc.	87621664	RFMS
Stress Engineering Services, Inc.	5,393,193	NEOSIGHT