

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pattern Recognition Technologies, Inc.		07/30/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4270649	E-ACCUWIND	
Registration Number:	4270647	E-ISOFORCAST	
Registration Number:	4270646	E-LOADFORECAST	
Registration Number:	4270648	E-POWERFORECAST	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0167		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	07/31/2018		
Total Attachments: 9			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 30, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Drilling Info, Inc., a Texas corporation, GlobalView Software, Inc., a Delaware corporation, Pattern Recognition Technologies, Inc., a Texas corporation, and Drilling Info LLC, a Delaware limited liability company (each, a “Grantor”), in favor of Golub Capital Markets LLC, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of July 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”):

- A. all Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.


SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (OR SUCH ACCEPTABLE INTERCREDITOR AGREEMENT, AS APPLICABLE) SHALL GOVERN AND CONTROL.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DRILLING INFO, INC.,
as a Grantor

By: _____


Name: Shawn Shillington
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


GLOBALVIEW SOFTWARE, INC.,
as a Grantor

By: 

Name: Shawn Shillington
Title: Secretary

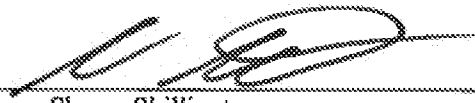
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PATTERN RECOGNITION TECHNOLOGIES, INC.,
as a Grantor

By: 
Name: Shawn Shillington
Title: Secretary


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DRILLING INFO LLC,
as a Grantor

By: 
Name: Shawn Shillington
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE I

U.S. Trademarks Registrations and Applications for Trademark Registration Constituting Collateral

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	DI ENERGY STRATEGY PARTNERS	85/479,451	22-Nov-11	4168027	3-Jul-12	Drilling Info, Inc.
2.	DI ENERGY STRATEGY PARTNERS & DESIGN	85/479,454	22-Nov-11	4168028	4-Jul-12	Drilling Info, Inc.
3.	DIDESKTOP	85/479,456	22-Nov-11	4164692	26-Jun-12	Drilling Info, Inc.
4.	DIDESKTOP POWERED BY HPDI & DESIGN	85/479,459	22-Nov-11	4168029	3-Jul-12	Drilling Info, Inc.
5.	DRILLINGINFO	77/093,751	29-Jan-07	3456300	1-Jul-08	Drilling Info, Inc.
6.	DRILLINGINFO	86/356,515	4-Aug-14	4780484	28-Jul-15	Drilling Info, Inc.
7.	DRILLINGINFO DESIGN	85/458,237	27-Oct-11	4167221	3-Jul-12	Drilling Info, Inc.
8.	DRILLINGINFO DESIGN	86/588,742	6-Apr-15	4888279	19-Jan-16	Drilling Info, Inc.
9.	HPDI	85/458,220	27-Oct-11	4164331	26-Jun-12	Drilling Info, Inc.
10.	HPDI PRODUCTION DATA APPLICATION & DESIGN	85/458,232	27-Oct-11	4167220	3-Jul-12	Drilling Info, Inc.
11.	OPEN TO EXPLORE	85/458,277	27-Oct-11	4164340	26-Jun-12	Drilling Info, Inc.
12.	GLOBALVIEW	75/336,232	5-Aug-97	2,248,786	1-Jun-99	GlobalView Software, Inc.
13.	GLOBALDATA	75/642,052	17-Feb-99	2,468,265	10-Jul-01	GlobalView Software, Inc.
14.	GLOBALVIEW SOFTWARE	75/336,231	5-Aug-97	2,247,175	25-May-99	GlobalView Software, Inc.
15.	ENERGYVIEW	75/518,583	14-Jul-98	2,521,497	25-Dec-01	GlobalView Software, Inc.
16.	MARKETVIEW	85/541,985	14-Feb-12	4,333,635	14-May-13	GlobalView Software, Inc.
17.	MARKETVIEW MOBILE	85/541,992	14-Feb-12	4,326,784	30-Apr-13	GlobalView Software, Inc.

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
18.	BALL DESIGN	85/612,850	1-May-12	4,580,606	5-Aug-14	GlobalView Software, Inc.
19.	MARKET VIEW	73/394,125	29-Sep-82	1,259,301	29-Nov-83	GlobalView Software, Inc.
20.	MARKETSCRIPT	85/611,703	30-Apr-12	4,339,899	21-May-13	GlobalView Software, Inc.
21.	MARKETVIEW DESKTOP	85/542,014	14-Feb-12	4,326,785	30-Apr-13	GlobalView Software, Inc.
22.	MARKETVIEW	76/243,718	18-Apr-01	3,598,835	31-Mar-09	GlobalView Software, Inc.
23.	E-ACCUWIND	85/423,430	15-Sep-11	4,270,649	8-Jan-13	Pattern Recognition Technologies, Inc.
24.	E-ISOFORCAST	85/423,384	15-Sep-11	4,270,647	8-Jan-13	Pattern Recognition Technologies, Inc.
25.	E-LOADFORECAST	85/423,363	15-Sep-11	4,270,646	8-Jan-13	Pattern Recognition Technologies, Inc.
26.	E-POWERFORECAST	85/423,415	15-Sep-11	4,270,648	8-Jan-13	Pattern Recognition Technologies, Inc.
27.	PLS	73/834,732	30-Oct-89	1,639,241	26-Mar-91	Drilling Info LLC