

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCT Holdings, LLC		08/08/2018	Limited Liability Company: DELAWARE
Stancor Holdings, LLC		08/08/2018	Limited Liability Company: DELAWARE
Stancor, L.P.		08/08/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank, as Administrative Agent		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2866290	OIL MINDER	
Serial Number:	87086362	OIL MINDER	
Serial Number:	87218856	STANCOR	
Serial Number:	87218889	STANCOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		

OP \$115.00 2866290

DATE SIGNED:

08/08/2018

Total Attachments: 12

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of August 8, 2018 by SCT Holdings, LLC, a Delaware limited liability company (“Holdings”), Stancor Holdings, LLC, a Delaware limited liability company (“Parent”), and Stancor, L.P., a Delaware limited partnership (“Borrower”; Holdings, Parent and Borrower are referred to herein, collectively, as “Obligors” and, individually, as an “Obligor”), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, “Administrative Agent”) for the lenders from time to time party to the Credit Agreement referred to below (“Lenders”).

WITNESSETH:

WHEREAS, Obligors, Lenders and Administrative Agent have entered into that certain Credit Agreement dated as of August 8, 2018 among Obligors, Lenders and Administrative Agent (as amended, modified or supplemented from time to time, the “Credit Agreement”); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, Obligors execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of each Obligor’s Liabilities each Obligor hereby grants to Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and to all of such Obligor’s right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor

now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, and trade names including, without limitation, the trademarks and service marks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(iv) the goodwill of such Obligor’s business connected with and symbolized by the Marks;

provided that in no event shall the security interest granted under this Section 2 attach to any Excluded Property (as such term is defined in the Security Agreement).

3. New Patents, Marks and Copyrights. If, before the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by TCF that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to TCF) shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations or trade names, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Administrative Agent prompt written notice thereof. Each Obligor hereby authorizes Administrative Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or C; provided, however, that the

failure of Administrative Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Administrative Agent or any Lender hereunder.

4. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks and Copyrights as described above shall be worldwide and, without any liability for royalties or other related charges from Administrative Agent or any Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Copyrights assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by TCF that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to TCF) and termination of the Credit Agreement.

5. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by TCF that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to TCF) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent or any Lender.

6. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business or as otherwise determined by each Obligor in a manner consistent with its reasonable business judgment, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business or as otherwise determined by each Obligor in a manner consistent with its reasonable business judgment, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Administrative Agent.

7. **Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Copyrights, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Obligor shall, at the request of Administrative Agent during the continuance of a Default, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 7.

8. **Waivers.** No course of dealing between any Obligor, Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

11. **Further Assurances.** Each Obligor shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed desirable by Administrative Agent for filing or recording with any Patent and Trademark Office and/or the Copyright Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Administrative Agent), as Administrative Agent may request, to evidence Administrative Agent's interest in the Patents, Marks and Copyrights and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

12. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Administrative Agent's and each Lender's rights and remedies with respect to the Patents, Marks and Copyrights, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Administrative Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or desirable for Administrative Agent in the use of the

Patents, Marks and Copyrights, (ii) take any other actions with respect to the Patents, Marks and Copyrights as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks or Copyrights to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by TCF that, in each case, have been cash collateralized in amounts, and pursuant to agreements, satisfactory to TCF) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent and each Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks or Copyrights may be enforced. Each Obligor hereby releases the Administrative Agent and each Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein.

13. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Administrative Agent and its respective successors, assigns and nominees.

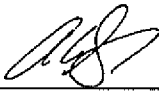
14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

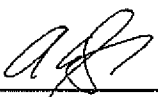
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

SCT HOLDINGS, LLC

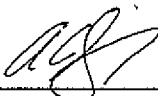
By: 
Name: Alex E. Gregor
Title: Manager

STANCOR HOLDINGS, LLC

By: 
Name: Alex E. Gregor
Title: Manager

STANCOR, L.P.

By: Stancor Holdings, LLC, its General Partner

By: 
Name: Alex E. Gregor
Title: Manager

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK, as Administrative Agent

By: _____
Name: Scott Nielsen
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

SCT HOLDINGS, LLC

By: _____
Name: Alex E. Gregor
Title: Manager

STANCOR HOLDINGS, LLC

By: _____
Name: Alex E. Gregor
Title: Manager

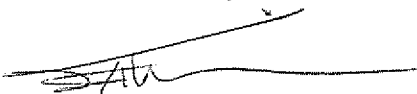
STANCOR, L.P.

By: Stancor Holdings, LLC, its General Partner

By: _____
Name: Alex E. Gregor
Title: Manager

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK, as Administrative Agent

By:  _____
Name: Scott Nielsen
Title: Vice President

Schedule A
Patents and Patent Applications

Owner	Patent	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Stancor, L.P.	Submersible Pump Controller for Differentiating Fluids	United States	09/429,969	10/29/1999	6,203,281	03/20/2001
Stancor, L.P.	Submersible Pump Controller	United States	10/921,627	08/18/2004	7,131,330	11/07/2006
Stancor, L.P.	Self-Test Methods and Systems for Submersible Pump Systems	United States	15/629,960	6/22/2017		
Stancor, L.P.	Self-Test Methods and Systems for Submersible Pump Systems	Canada	2971819	6/27/2017		

Schedule B

Copyrights

None

Schedule C
Trademarks, Service Marks

Owner	Trademark	Jurisdiction	Application #	Applicati on Date	Registration #	Registrati on Date
Stancor, L.P.	Oil Minder	United States	76/517,556	5/27/2003	2,866,290	7/27/2004
Stancor, L.P.	Oil Minder	Canada	1191121	9/18/2003	TMA650,751	10/19/2005
Stancor, L.P.	Oil Minder	United States	87/086,362	6/28/2016		
Stancor, L.P.	Oil Minder	Canada	1815556	12/22/2016		
Stancor, L.P.	Stancor	United States	87/218,856	10/28/2016		
Stancor, L.P.	Stancor (logo)	United States	87/218,889	10/28/2016		

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark and Copyright)**

STATE OF)
) SS.
COUNTY OF)


KNOW ALL MEN BY THESE PRESENTS, that SCT Holdings, LLC, a Delaware limited liability company (“Holdings”), Stancor Holdings, LLC, a Delaware limited liability company (“Parent”), and Stancor, L.P., a Delaware limited partnership (“Borrower”; Holdings, Parent and Borrower are referred to herein, collectively, as “Obligors” and, individually, as an “Obligor”), pursuant to that certain Patent, Copyright and Trademark Security Agreement, dated as of August 8, 2018 (the “Collateral Agreement”) among Obligors and TCF National Bank, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the lenders from time to time party to the Credit Agreement referred to below (the “Lenders”), each hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights and trademarks listed on Schedules A, B and C of the Collateral Agreement, and including those patents, copyrights and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Administrative Agent may in its sole discretion determine.


[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of August 8, 2018, among the Obligors, Administrative Agent and Lenders and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

SCT HOLDINGS, LLC


By: 
Name: Alex E. Gregor
Title: Manager

STANCOR HOLDINGS, LLC

By: 
Name: Alex E. Gregor
Title: Manager

STANCOR, L.P.

By: Stancor Holdings, LLC, its General Partner

By: 
Name: Alex E. Gregor
Title: Manager