

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/17/2018	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Tercel Oilfield Products USA L.L.C.		
Street Address:	10613 W. Sam Houston Pkwy. N., Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85524332		
Serial Number:	85978025		
Serial Number:	85978026	ENCORE	
Serial Number:	86140789	MICROCORE	
Serial Number:	85524328	TERCEL	
Serial Number:	85978011	TERCEL	
Serial Number:	85524330	TD SOLUTIONS	
Serial Number:	76696171	SIDEWINDER	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Ste 3900		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		

OP \$215.00 85524332

DATE SIGNED:	01/04/2019
Total Attachments: 3 source=(EXECUTED) Trademark Termination#page1.tif source=(EXECUTED) Trademark Termination#page2.tif source=(EXECUTED) Trademark Termination#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of December 17, 2018 (“Release”), is made by SILICON VALLEY BANK (“Bank”) in favor of TERCEL OILFIELD PRODUCTS USA L.L.C. (“Grantor”).

WHEREAS, Bank, Grantor, and certain other borrowers have entered into that certain Loan and Security Agreement, dated as of July 28, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of July 28, 2015, by and between Bank and Grantor (the “IP Security Agreement”), Grantor granted to Bank, to secure its obligations under the Loan Agreement, a security interest in all right, title and interest of Grantor in and to all intellectual property; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 005588 Frame 0220 on July 30, 2015.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Bank, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Loan Agreement) in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP security agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto); and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Bank has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

BANK:

SILICON VALLEY BANK

By: 
Name: Elizabeth A. Smith
Its: Authorized Signatory

Schedule A

Trademarks

Mark	Reg. No.	Reg. Date	Serial No.
Design only	4855881	11/17/2015	85524332
Design only	4432666	11/12/2013	85978025
ENCORE	4432667	11/12/2013	85978026
MICROCORE	4745311	5/26/2015	86140789
TERCEL	4855880	11/17/2015	85524328
TERCEL	4428971	11/5/2013	85978011
TD SOLUTIONS	--	--	85524330
SIDEWINDER	3895773	12/18/2010	76696171