

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natural Gas Solutions North America, LLC		10/01/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1066582	AL-CLAD
Registration Number:	2686415	ANDCO
Registration Number:	2711158	ANDCO A
Registration Number:	2726813	EAGLE
Registration Number:	2704343	ELECTRIPOWR
Registration Number:	3199656	ICIP
Registration Number:	2717311	RCS
Registration Number:	0970695	ROOTS
Registration Number:	3670526	SOLARLITE
Registration Number:	3662624	SOLAR SOLUTIONS
Registration Number:	2796827	SUREPOWR
Registration Number:	3272945	TEXSTEAM
Registration Number:	2047675	ULTRASEAL

CORRESPONDENCE DATA

Fax Number:

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.

CH \$340.00 1066582

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: James Kachadoorian
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86700/292

NAME OF SUBMITTER: James Kachadoorian

SIGNATURE: /James Kachadoorian by trademarkny/

DATE SIGNED: 12/04/2018

Total Attachments: 5

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This SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of October 1, 2018, (this “**Agreement**”), is made by and among the undersigned grantor (the “**Grantor**”), and BNP PARIBAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that Second Lien Security Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among NGS Cayman Holdings, L.P., a Cayman Islands limited partnership (the “**Parent**”), NGS US Finco, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Second Lien Credit Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and BNP Paribas, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

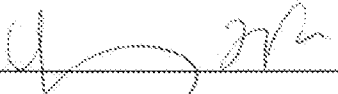
The Grantor:

NATURAL GAS SOLUTIONS NORTH AMERICA,
LLC,
as the Grantor

By:


Name: Jeff Raynal
Title: Authorized Officer

**BNP PARIBAS,
as Collateral Agent**

By: _____ 
Name: _____
Title: **Ying Wu
Vice President**

By: _____ 
Name: _____
Title: **Stephanie Haski
Vice President**

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
AL-CLAD	United States	Natural Gas Solutions North America, LLC	1066582
ANDCO	United States	Natural Gas Solutions North America, LLC	2686415
ANDCO A & DESIGN	United States	Natural Gas Solutions North America, LLC	2711158
EAGLE	United States	Natural Gas Solutions North America, LLC	2726813
ELECTRIPOWR	United States	Natural Gas Solutions North America, LLC	2704343
ICIP	United States	Natural Gas Solutions North America, LLC	3199656
RCS	United States	Natural Gas Solutions North America, LLC	2717311
ROOTS	United States	Natural Gas Solutions North America, LLC	970695
SOLARLITE	United States	Natural Gas Solutions North America, LLC	3670526
SOLAR SOLUTIONS	United States	Natural Gas Solutions North America, LLC	3662624
SUREPOWR	United States	Natural Gas Solutions North America, LLC	2796827
TEXSTEAM	United States	Natural Gas Solutions North America, LLC	3272945
ULTRASEAL	United States	Natural Gas Solutions North America, LLC	2047675