ETAS ID: TM509103

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APS TECHNOLOGY, INC.		02/06/2019	Corporation: CONNECTICUT
APS INDUSTRIES, INC.		02/06/2019	Corporation: TEXAS
APST INTERNATIONAL, INC.		02/06/2019	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	195 CHURCH STREET
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type Number		Word Mark		
Registration Number:	2991025	ENGINEERING SOLUTIONS FOR HARSH ENVIRONM		
Registration Number: 3900006		RSM		
Registration Number:	4519931	APS TECHNOLOGY		

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 2149326400

Email: sshernandez@mcguirewoods.com

Correspondent Name: SUSAN DIAMOND

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 2: MCGUIREWOODS LLP Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2069107-0012
NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	02/07/2019

Total Attachments: 15 source=APS - KeyBank - Intellectual Property Security Agreement_Executed#page1.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page2.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page3.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page4.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page5.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page6.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page7.tif source=APS - KeyBank - Intellectual Property Security Agreement_Executed#page8.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page9.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page10.tif source=APS - KeyBank - Intellectual Property Security Agreement_Executed#page11.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page12.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page13.tif source=APS - KeyBank - Intellectual Property Security Agreement Executed#page14.tif source=APS - KeyBank - Intellectual Property Security Agreement_Executed#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 6, 2019, by and among (i) APS TECHNOLOGY, INC., a Connecticut corporation ("Borrower"), and (ii) APS INDUSTRIES, INC., a Texas corporation, and APST INTERNATIONAL, INC., a Connecticut corporation (each individually referred to herein as a "Guarantor" and collectively, the "Guarantors"; and together with Borrower and any other Person that becomes a party hereto as provided herein, each individually a "Grantor" and collectively, the "Grantors"), in favor of KEYBANK NATIONAL ASSOCIATION (the "Lender").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and between Borrower and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein are defined in the Credit Agreement. Lender is willing to advance such money and provide such financial accommodations, but only upon certain conditions, including, among others, that Grantors grant to the Lender a security interest in certain Intellectual Property to secure the obligations of Borrower under the Credit Agreement and Grantors under that certain Guaranty and Collateral Agreement, dated as of the date hereof (the "GCA"), by and among the Grantors and the Lender.
- **B.** Pursuant to the terms of the GCA, Grantors have granted to the Lender a security interest in all of each Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Now, Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and GCA, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and GCA, each Grantor grants and pledges to the Lender, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property which constitutes Collateral (including without limitation Intellectual Property listed on **Exhibit A** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral.

This security interest is granted in conjunction with the security interest granted to the Lender under the GCA. The rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Credit Agreement and GCA, the terms and

provisions of which are incorporated by reference herein as if fully set forth herein. Lender's rights and remedies under this Agreement, the Credit Agreement and the Loan Documents shall be cumulative, and Lender shall have all other rights and remedies not inconsistent with this Agreement, the Credit Agreement and GCA as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the GCA (or any portion hereof or thereof), the terms of the GCA shall prevail.

Each Grantor represents and warrants that **Exhibit A** attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property which constitutes Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow.]

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[Signature Page to Intellectual Property Security Agreement] S-1 of 4

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:	APS TECHNOLOGY, INC.
APS Technology, Inc. 7 Laser Lane Wallingford, CT 06492 Attention: Lawrence S. Weiner Email: lweiner@aps-tech.com Telephone: (860) 613-4450, ext. 104	By: Christophy alclamente Name: Christopher Abbamante Its: CFO
With a copy to (which shall not constitute notice):	
Shipman & Goodwin LLP 300 Atlantic Street, 3 rd Floor Stamford, CT 06901-3522 Attention: Scott M. Gerard, Esq. Email: sgerard@goodwin.com Telephone: (203) 324-8195 (Stamford) (212) 376-3020 (New York)	
STATE OF CONNECTICUT)	
COUNTY OF ACUMALY	
that he, as such officer, being authorized so purposes therein contained and acknowledged	, 2018, before me, the undersigned officer, who acknowledged himself to be the NOLOGY, INC., a Connecticut corporation, and to do, executed the foregoing instrument for the the same to be his free act and deed as such officer y signing the name of the corporation by himself as

Notary Public/Commissioner of the Superior Court
My Commission Expires: August 31, 2023

RENAY J. WRIGHT
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2023

1967871

[Signature Page to Intellectual Property Security Agreement] S-2 of 4

GRANTORS:

APS INDUSTRIES, INC.

Mame: Livience S. Venex Its: Vice Pleident

STATE OF CONNECTICUT)
) ss.
COUNTY OF YOU HOUSE

On this the day of December, 2018, before me, the undersigned officer, personally appeared Lawrence (Weiner, who acknowledged himself to be the Vice President of APS INDUSTRIES, INC., a Texas corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the corporation, by signing the name of the corporation by himself as such

Name:

Notary Public/Commissioner of the Superior Court

My Commission Expires:

August 31, 2023

RENAY J. WRIGHT
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2023

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TRADEMARK

REEL: 006554 FRAME: 0126

[Signature Page to Intellectual Property Security Agreement] S-3 of 4

GRANTORS:

APST INTERNATIONAL, INC.

Name: Christopher Abbamente
Its: CFO

STATE OF CONNECTICUT) COUNTY OF CW HOW PN

On this the The day of December, 2018, before me, the undersigned officer, personally appeared Constopner Moraumte, who acknowledged himself to be the of APST INTERNATIONAL, INC., a Connecticut corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed as such officer and the free act and deed of the corporation, by signing the name of the corporation by himself as such Office

Notary Public/Commissioner of the Superior Court My Commission Expires: August 31,2023

RENAY J. WRIGHT NOTARY PUBLIC STATE OF CONNECTICUT MY COMMISSION EXPIRES AUG. 31, 2023

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[Signature Page to Intellectual Property Security Agreement] S-4 of 4

LENDER:

Address of Lender:

KeyBank, National Association 195 Church Street New Haven, CT 06510

Attn: Robert Dellatorre, Senior Vice President

With a copy to (which shall not constitute notice):

Updike, Kelly & Spellacy, P.C. 100 Pearl Street, 17th Floor Hartford, CT 06103 Attn: R. Alisha Verdone, Esq. KEYBANK NATIONAL ASSOCIATION

Name: Robert Dellatorre
Title: Senior Vice President

EXHIBIT A

Trademarks:

						Continues to the
ENGINEERING SOLUTIONS FOR HARSH ENVIRONMENTS	76528767	2991025	07/09/2003	09/06/2005	APS TECHNOLOGY, INC	United States
RSM	85038780	3900006	05/14/2010	01/04/2011	APS TECHNOLOGY, INC	United States
APS	85668761	4519931	07/04/2012	04/29/2014	APS TECHNOLOGY, INC	United States

Patents

							Silvery Tallinita
United States	08/950,993	10/15/1997	6,102,681	8/15/2000	STATOR ESPECIALLY ADAPTED FOR USE IN A HELICOIDAL PUMP/MOTOR	GRANTED	103439.000007
United States	09/064,898	4/23/1998	5,931,000	8/3/1999	COOLED ELECTRICAL SYSTEM FOR USE DOWNHOLE	GRANTED	103439.000008
United States	09/086,418	5/29/1998	6,105,690	8/22/2000	METHOD AND APPARATUS FOR COMMUNICATING WITH DEVICES DOWNHOLE IN A WELL ESPECIALLY ADAPTED FOR USE AS A BOTTOM HOLE MUD FLOW SENSOR	GRANTED	103439.000011
United States	09/115,031	7/14/1998	6,123,561	9/26/2000	ELECTRICAL COUPLING FOR A MULTISECTION CONDUIT SUCH AS A DRILL PIPE	GRANTED	103439.000009

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United States	09/243,768	2/3/1999	6,134,892	10/24/2000	COOLED ELECTRICAL SYSTEM FOR USE DOWNHOLE	GRANTED	103439.000040
United States	09/413,111	10/6/1999	6,257,356	7/10/2001	MAGNETORHEOL OGICAL FLUID APPARATUS, ESPECIALLY ADAPTED FOR USE IN A STEERABLE DRILL STRING, AND A METHOD OF USING SAME	GRANTED	103439.000044
United States	09/453,003	12/2/1999	6,507,401	1/14/2003	APPARATUS AND METHOD FOR ANALYZING FLUIDS	GRANTED	103439.000006
United States	09/676,379	9/29/2000	6,714,138	3/30/2004	METHOD AND APPARATUS FOR TRANSMITTING INFORMATION TO THE SURFACE FROM A DRILL STRING DOWN HOLE IN A WELL	GRANTED	103439.000048
United States	09/734,983	12/12/2000	6,547,016	4/15/2003	APPARATUS FOR MEASURING WEIGHT AND TORQUE ON A DRILL BIT OPERATING IN A WELL	GRANTED	103439.000054
United States	09/896,020	6/29/2001	6,622,803	9/23/2003	IMPROVED STABILIZER FOR USE IN A DRILL STRING	GRANTED	103439.000129
United States	10/062,118	1/31/2002	6,916,248	7/12/2005	FLEXIBLE COUPLING	GRANTED	103439.000060
United States	10/095,174	3/11/2002	6,634,427	10/21/2003	DRILL STRING SECTION WITH INTERNAL PASSAGE	GRANTED	103439.000059
United States	10/247,192	9/19/2002	6,707,556	3/16/2004	APPARATUS AND METHOD FOR ANALYZING FLUIDS	GRANTED	103439.000067
United States	10/439,078	5/15/2003	6,896,050	5/24/2005	LATCHING SYSTEM FOR MAINTAINING	GRANTED	103439.000068

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					WITHIN A DOWNHOLE DRILL STRING SECTION		
United States	10/837,727	5/3/2004	7,201,239	4/10/2007	POWER- GENERATING DEVICE FOR USE IN DRILLING OPERATIONS	GRANTED	103439.000077
United States	10/888,312	7/9/2004	7,327,634	2/5/2008	ROTARY PULSER FOR TRANSMITTING INFORMATION TO THE SURFACE FROM A DRILL STRING DOWN HOLE IN A WELL	GRANTED	103439.000080
United States	10/919,633	8/16/2004	7,249,968	7/31/2007	ELECTRICAL CONNECTIONS FOR HARSH CONDITIONS	GRANTED	103439.000081
United States	10/983,486	11/8/2004	7,219,752	5/22/2007	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000083
United States	11/117,802	4/29/2005	7,389,830	6/24/2008	ROTARY STEERABLE MOTOR SYSTEM FOR UNDERGROUND DRILLING	GRANTED	103439.000072
United States	11/416,009	5/1/2006	7,681,663	3/23/2010	METHOD AND SYSTEMS FOR DETERMINING ANGULAR ORIENTATION OF A DRILL STRING	GRANTED	103439.000091
United States	11/737,400	4/19/2007	7,377,339	5/27/2008	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000106
United States	12/109,328	4/24/2008	7,997,357	8/16/2011	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000113

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United States	12/125,747	5/22/2008	7,762,356	7/27/2010	ROTARY STEERABLE MOTOR SYSTEM FOR UNDERGROUND DRILLING	GRANTED	103439.000109
United States	12/389,950	2/20/2009	8,525,690	9/3/2013	SYNCHRONIZED TELEMETRY FROM A ROTATING ELEMENT	GRANTED	103439.000114
United States	12/398,983	3/5/2009	8,087,476	1/3/2012	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING USING A MAGNETORHEOL OGICAL DAMPER	GRANTED	103439.000103
United States	12/512,740	7/30/2009	8,397,562	3/19/2013	APPARATUS FOR MEASURING BENDING ON A DRILL BIT OPERATING IN A WELL	GRANTED	103439.000116
United States	12/563,007	9/18/2009	8,666.908	3/4/2014	SYSTEM AND METHOD FOR ACQUIRING INFORMATION DURING UNDERGROUND DRILLING OPERATIONS	GRANTED	103439.000122
United States	12/698,125	2/1/2010	8,453,764	6/4/2013	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000105
United States	13/041,863	3/7/2011	9,458,679	10/4/2016	Apparatus and Method for Damping Vibration in a Drill String	GRANTED	103439.000133
United States	13/098,246	4/29/2011	8,919,457	12/30/2014	APPARATUS AND METHOD FOR DETERMINING AXIAL FORCES ON A DRILL STRING DURING	GRANTED	103439.000143

Eggsissis a F							
					UNDERGROUND DRILLING		
United States	13/206,445	8/9/2011	8,240,401	8/14/2012	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000145
United States	13/228,376	9/8/2011	9,976,360	05/22/2018	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING USING A MAGNETORHEOL OGICAL DAMPER	GRANTED	103439.000146
United States	13/283,518	10/27/2011	9,057,245	6/16/2015	METHODS FOR OPTIMIZING AND MONITORING UNDERGROUND DRILLING	GRANTED	103439.000152
United States	13/427,593	3/22/2012	9,238,965	1/19/2016	Rotary Pulser and Method for Transmitting Information to the Surface from a Drill String Down Hole in a Well	GRANTED	103439.000158
United States	13/557,072	7/24/2012	8,662,205	3/4/2014	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000175
United States	13/646,505	10/5/2012	8,684,108	4/1/2014	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000176
United States	13/646,540	10/5/2012	8,640,791	2/4/2014	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING UNDERGROUND DRILLING	GRANTED	103439.000177
United States	13/674,872	11/12/2012	9,500,031	11/22/2016	ROTARY STEERABLE DRILLING APPARATUS	GRANTED	103439.000144

N. antik							
United States	13/776,705	2/26/2013	9,279,903	3/8/2016	Apparatus For Measuring Bending On A Drill Bit Operating In A Well	GRANTED	103439.000184
United States	29/460,812	7/15/2013			Display Screen or Portion Thereof with a Graphical User Interface for Analyzing and Presenting Drilling Data	FILED	103439.000189
United States	14/026,332	9/13/2013			Drilling System and Method for Monitoring and Displaying Drilling Parameters for a Drilling Operation of a Drilling System	FILED	103439.000191
United States	14/036,486	9/25/2013			Drilling System and Associated System and Method for Monitoring, Controlling, and Predicting Vibration in an Underground Drilling Operation	FILED	103439.000190
United States	14/036,577	9/25/2013			Drilling System and Associated System and Method for Monitoring, Controlling, and Predicting Vibration in an Underground Drilling Operation	FILED	103439.000192
United States	14/087,637	11/22/2013			System, Apparatus, and Method for Drilling	FILED	103439.000201
United States	14/155,220	1/14/2014	8,944,190	2/3/2015	SYSTEM AND METHOD FOR DAMPING VIBRATION IN A DRILL STRING	GRANTED	103439.000207
United States	14/171,261	2/3/2014	9,927,310	03/27/2018	Strain Sensor Assembly	GRANTED	103439.000179
United States	14/186,928	2/21/2014	9,969,198	7/4/2017	System and Method for Monitoring and Controlling Underground Drilling	GRANTED	103439.000214
United States	14/195,217	3/3/2014	9,765,613	09/19/2017	Drilling System and Electromagnetic	GRANTED	103439.000200

			AN ARRIVATED S				
					Telemetry Tool with an Electrical Connector Assembly and Associated Methods		
United States	14/282,262	5/20/2014	9,790,784	10/17/2017	Telemetry System, Current Sensor, and Related Methods for a Drilling System	GRANTED	103439.000213
United States	14/529,899	10/31/2014	9,746,080	08/29/2017	HIGH PRESSURE SEAL ASSEMBLY FOR A MOVEABLE SHAFT	GRANTED	103439.000226
United States	14/536,379	11/7/2014	10,113,363	10/30/2018	SYSTEM AND RELATED METHODS FOR CONTROL OF A DIRECTIONAL DRILLING OPERATION	GRANTED	103439.000196
United States	14/613,342	2/3/2015		,	System, Apparatus and Method for Guiding a Drill Bit Based on Forces Applied to a Drill Bit, and Drilling Methods to Same	FILED	103439.000239
United States	14/627,806	2/20/2015	9,976,413	05/22/2018	Pressure Locking Device for Downhole Tools	GRANTED	103439.000202
United States	14/628,902	2/23/2015	9,540,926	1/10/2017	MUD-PULSE TELEMETRY SYSTEM INCLUDING A PULSER FOR TRANSMITTING INFORMATION ALONG A DRILL STRING	GRANTED	103439.000241
United States	14/675,378	3/31/2015			Downhole Drilling Motor with an Adjustment Assembly	FILED	103439.000235
United States	14/849,490	9/9/2015	10,047,602	08/14/2018	Antennas For a Drilling System and Method of Making Same	GRANTED	103439.000199
Patent Cooperati on Treaty	PCT/US2016/ 0199 96	2/28/2016			Monitoring System With An	FILED	103439.000263

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					Instrumented Surface Top Sub		
United States	15/153,579	5/12/2016	10,184,304	01/22/2019	Downhole Drilling Tools and Connection System for Same	GRANTED	103439.000245
United States	15/345,380	11/7/2016			Mud-Pulse Telemetry System Including a Pulser for Transmitting Information Along a Drill String	FILED	103439.000268
Patent Cooperati on Treaty	PCT/US2016/ 069457	12/30/2016			System And Method For Processing Downhole Data In A Drilling Operation	FILED	103439.000284
United States	15/433,412	2/15/2017			Dual Rotor Pulser For Transmitting Information In A Drilling System	FILED	103439.000167
Patent Cooperati on Treaty	PCT/US2017/ 032402	5/12/2017			Downhole Drilling Tools and Connection System for Same	FILED	103439.000288
United States	15/618,646	6/9/2017			System And Method For Monitoring Mud Flow In A Component Of Drilling System	FILED	103439.000274
United States	15/640,792	7/3/2017			System and Method for Monitoring and Controlling Underground Drilling	FILED	103439.000292
United States	15/557,846	09/13/2017			MONITORING SYSTEM WITH AN INSTRUMENTED SURFACE TOPO SUB	FILED	103439.000300
United States	62/542,607	08/08/2017			Acoustic Logging Tool	Expired	103439.000246
United States	62/254,637	08/08/2017			Downhole Measurement Tools With Multiple Welded Sections	Expired	103439.000293
United States	16/067,369	06/29/2018			SYSTEM AND METHOD FOR PROCESSING DOWNHOLE DATA IN A DRILLING OPERATION	FILED	04840002.0030 4

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United	16/057,863	08/08/2018	ACOUSTIC	FILED	04840002.0030
States			LOGGING TOOL		5
United	16/058,073	08/08/20108	Downhole Tool W	ith FILED	04840002.0030
States			Multiple Welded		6
			Section		
United	16/126,414	09/10/2018	BATTERY SYSTE	EM FILED	04840002.0026
States			FOR DOWNHOLE	E	1
			DRILLING TOOL	S	

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RECORDED: 02/07/2019