

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATUM RESERVOIR (ISOTECH), LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5137047	ISOBAG	
Registration Number:	4921062	ISOTECH RT	
Registration Number:	4845041	TBAG	
Registration Number:	4662862	TBAG	
Registration Number:	3476624	ISO BAG	
Registration Number:	3400158	ISOTUBE	
Registration Number:	2838483	ISOTUBE	
Registration Number:	4222231	ISOTRAP	
Registration Number:	4013073	ISOTRAP	
Registration Number:	3686644	ISOJAR	
Registration Number:	2035598	ISOTECH	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5073		
Email:	ksolomon@stblaw.com		
Correspondent Name:	CORINA MCINTYRE, ESQ.		

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TRADEMARK

Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/2176

NAME OF SUBMITTER: CORINA MCINTYRE

SIGNATURE: /CM/

DATE SIGNED: 05/20/2019

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of April 30, 2019, is made by Stratum Reservoir (Isotech), LLC, a Delaware limited liability company (the “Grantor”), located at 5200 N. Sam Houston Pkwy W., Houston, Texas 77086, in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as administrative agent for the lenders (the “Agent”), under that certain Credit Agreement, dated as of the date hereof (the “Credit Agreement”), among Stratum Reservoir Intermediate, LLC, a Delaware limited liability company (“Borrower”), Energy Reservoir Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Advances and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, and the Grantors (as defined in the Pledge and Security Agreement) have executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property Collateral, including the Trademark Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and

the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, no security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.

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 interest granted hereby has been granted to the Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

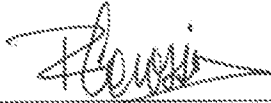
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

Stratum Reservoir (Isotech). LLC,
as Grantor

By: 
Name: Ricardo Carossino
Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 

Name:

Dargan Vaneck

Title:

Executive Director

SCHEDULE A

U.S. Trademark Registrations

Mark	Registration No.	Record Owner
ISOBAG	5137047	Stratum Reservoir (Isotech), LLC
ISOTECH RT	4921062	Stratum Reservoir (Isotech), LLC
TBAG	4845041	Stratum Reservoir (Isotech), LLC
TBAG & Design	4662862	Stratum Reservoir (Isotech), LLC
ISO BAG & Design	3476624	Stratum Reservoir (Isotech), LLC
ISOTUBE & Design	3400158	Stratum Reservoir (Isotech), LLC
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