

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM524948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIGUP, INC.		04/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5044322	RIGUP	
Registration Number:	5247450	MAKE OIL & GAS GREAT AGAIN	
Registration Number:	5668883	MAKE OIL & GAS GREAT AGAIN	
Registration Number:	5611236		
Registration Number:	5636880	EMPOWERING THE MEN AND WOMEN THAT POWER	
Registration Number:	5611232	RIGUP	
Serial Number:	87866692	GLOBAL MSA	
Serial Number:	88255861	EMPOWERING THE PEOPLE WHO POWER THE WORL	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27292-705		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

CH \$215.00 5044322

SIGNATURE:	/JLT2/
DATE SIGNED:	05/24/2019
Total Attachments: 5 source=2 - 1654674 - Updated Trademark Security Agreement - Mezz Loan - RigUp - 1 - NEW_YORK#page1.tif source=2 - 1654674 - Updated Trademark Security Agreement - Mezz Loan - RigUp - 1 - NEW_YORK#page2.tif source=2 - 1654674 - Updated Trademark Security Agreement - Mezz Loan - RigUp - 1 - NEW_YORK#page3.tif source=2 - 1654674 - Updated Trademark Security Agreement - Mezz Loan - RigUp - 1 - NEW_YORK#page4.tif source=2 - 1654674 - Updated Trademark Security Agreement - Mezz Loan - RigUp - 1 - NEW_YORK#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of April 29, 2019, is made by and between among **RIGUP, INC.**, a Delaware corporation (the “Grantor”), and **SILICON VALLEY BANK** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Mezzanine Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the domestic registered trademarks, trademark registrations, service mark registrations, tradenames, or applications therefor filed with the United States Patent and Trademark Office set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks constituting Collateral, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing and owned or exclusively licensed by the Grantor or hereafter acquired by the Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” 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 or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts

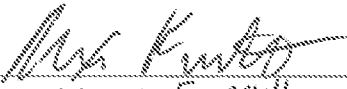
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Max Fiorella
Title: Vice President

Address of Assignee:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attention: Mr. ~~Derek Hofmeister~~
Max Fiorella

GRANTOR:

RIGUP, INC.

By: 

Name: Xuan Yong

Title: President, Chief Executive Officer and Secretary

Mailing address:

RigUp, Inc.

111 Congress Ave.

Austin, Texas 78701

[Signature Page to Trademark Security Agreement]

SCHEDULE A – Trademarks

Registered Trademarks of RigUp, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	5044322	9/20/2016	1/05/2016	RigUp, Inc.	RIGUP
USA	5247450	7/18/2017	4/27/2016	RigUp, Inc.	MAKE OIL & GAS GREAT AGAIN
USA	5668883	2/05/2019	4/06/2018	RigUp, Inc.	MAKE OIL & GAS GREAT AGAIN
USA	5611236	11/20/2018	4/07/2018	RigUp, Inc.	RigUp's logo
USA	5636880	12/25/2018	4/06/2018	RigUp, Inc.	EMPOWERING THE MEN AND WOMEN THAT POWER THE WORLD
USA	5611232	11/20/2018	4/06/2018	RigUp, Inc.	RigUp

Pending Trademark Applications of RigUp, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
USA	87866692	04/06/2018	RigUp, Inc.	GLOBAL MSA
USA	88255861	1/09/2019	RigUp, Inc.	EMPOWERING THE PEOPLE WHO POWER THE WORLD