

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSB Offshore Inc.		06/14/2019	Corporation: DELAWARE
Epic Diving & Marine Services, LLC		06/14/2019	Limited Liability Company: DELAWARE
Epic Applied Technologies LLC		06/14/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WHITE OAK GLOBAL ADVISORS, LLC
Street Address:	3 Embarcadero Center, Suite 550
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87909715	EPIC COMPANIES
Serial Number:	87909726	
Serial Number:	77586045	WILCO
Serial Number:	77586164	D I V E 5 DEVELOP IMPLEMENT VERIFY ENHAN
Serial Number:	77586183	DIVE 5
Serial Number:	77586188	
Serial Number:	77693042	EOT
Serial Number:	77901927	WORKING SAFELY UNDER PRESSURE
Serial Number:	86182476	PAES

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.

Phone: 2123186532

Email: alanagramer@paulhastings.com

CH \$240.00 87909715

Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 06/14/2019

Total Attachments: 13

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of June 14, 2019, is made by TSB Offshore Inc., a Delaware corporation (“TSB”), Epic Diving & Marine Services, LLC, a Delaware, limited liability company (“Epic Diving”) and Epic Applied Technologies LLC, a Delaware, limited liability company (f/k/a Tetra Applied Technologies, LLC) (“Epic Applied”) (each, a “Grantor” and collectively, the “Grantors”), in favor of WHITE OAK GLOBAL ADVISORS, LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

RECITALS

A. Epic Companies, LLC (“Epic”) and Epic Maritime Asset Holdings, LLC, a Delaware limited liability company (“Epic Maritime”; Epic Maritime and Epic are each a “Borrower” and collectively, the “Borrowers”), have entered into a borrowing arrangement evidenced by that certain Loan and Security Agreement, among Borrowers, Epic Applied, Epic Diving, Navarro Capital Partners, LLC, a Texas limited liability company (“Navarro”), Ranger Offshore International, LLC, a Delaware limited liability company (“Ranger Offshore International”), TSB, Zuma Rock Energy Services, LLC, a Texas limited liability company (“Zuma Rock”), Cedar Creek Aviation, LLC, a Virginia limited liability company (“Cedar Creek”), Epic Specialty Services, LLC, a Delaware limited liability company (“Epic Specialty Services”), Epic Alabama Shipyard, LLC a Delaware limited liability company f/k/a BAE Systems Southeast Shipyards Alabama LLC (“Epic Alabama”), King Aire, Inc., a West Virginia corporation (“King Aire”), Epic Alabama Holdings, a Delaware limited liability company (“Epic Alabama Holdings”), Epic Alabama Maritime Assets, LLC, a Delaware limited liability company (“Epic Alabama Maritime Assets”), TSB Holding Company, LLC, a Delaware limited liability company (“TSB Holdings”), Epic Recycling Services, LLC, a Delaware limited liability company (“Epic Recycling”), Epic Alabama Recyclers, LLC, a Delaware limited liability company (“Epic Alabama Recyclers”; together with Epic Alabama Maritime Assets, Epic Alabama Holdings, King Aire, Epic Applied Technologies, Epic Diving & Marine Services, Navarro, Ranger Offshore International, TSB, Zuma Rock, Cedar Creek, Epic Specialty Services, Epic Alabama, Epic Alabama Maritime Assets, TSB Holdings, and Epic Recycling, are, collectively, the “Guarantors”), Agent and the persons from time to time party thereto as lenders including White Oak Global Advisors, LLS, in its capacity as a lender (each a “Lender” and collectively, the “Lenders”) (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. In connection with the Loan Agreement, Epic, Orinoco Natural Resources, LLC, a Delaware, limited liability company, Oakridge Energy Partners LLC, a Delaware, limited liability company, Epic Diving, Epic Applied, TSB Offshore, Thomas Clarke, a natural person and David Wiley, a natural person entered into that certain Intellectual Property Security Agreement dated as of July 20, 2018 in favor of the Administrative Agent (the “Existing IP Security Agreement”).

D. The parties hereto desire to amend and restate the Existing IP Security Agreement to reflect the current ownership by the Borrowers and Guarantors 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 Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. No Grantor shall assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to any Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

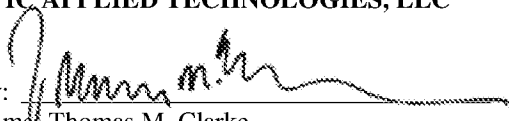
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

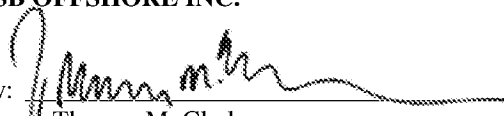
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

EPIC APPLIED TECHNOLOGIES, LLC

By: 
Name: Thomas M. Clarke
Title: Authorized Signatory

TSB OFFSHORE INC.

By: 
Name: Thomas M. Clarke
Title: Authorized Signatory

EPIC DIVING & MARINE SERVICES, LLC

By: _____

Name: Thomas M. Clarke

Title: Authorized Signatory

AGENT:

WHITE OAK GLOBAL ADVISORS, LLC

DocuSigned by:

Barbara McKee

By: _____
EEB77776350D4B0

Name: Barbara J. S. McKee

Title: Managing Partner

EXHIBIT A

Copyrights

NONE

Exhibit B
Patents

Application No.	Patent No.	Title	Record Owner	Country
14/795564	9963943	Method and apparatus for salvaging an oil well tubulars	EPIC APPLIED TECHNOLOGIES, LLC	US
15/688075	2018/0135373	METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US
15/701720	2018/0106122	Method and Apparatus for Controlled or Programmable Cutting of Multiple Nested Tubulars	EPIC APPLIED TECHNOLOGIES, LLC	US
15/853613	10253587	Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	EPIC APPLIED TECHNOLOGIES, LLC	US
12/142,893	7922424	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
12/170,004	7645093	ARTICULATING BAND SAW AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
12/540,924	7823632	METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US
12/751,200	8622078	APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
12/751,418	8616811	ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
12/878,738	9175534	METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US
12/976,731	8475081	ARTICULATING BAND SAW AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US

13/084,726	8109693	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
13/153,562	9103088	INTERNAL JACKET LEG CUTTER AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
13/248,781	8333211	METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
13/367,492	8465227	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
13/400,187	8869899	METHOD FOR PULLING A CROWN PLUG	EPIC APPLIED TECHNOLOGIES, LLC	US
13/717,890	8707979	METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
13/920,447	9145749	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
13/933,212	8696245	ARTICULATING BAND SAW AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
14/144,942	9482380	ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
14/253,215	9028172	ARTICULATING BAND SAW AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
14/263,088	9194525	METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
14/381,184	9759030	METHOD AND APPARATUS FOR CONTROLLED OR PROGRAMMABLE CUTTING OF MULTIPLE NESTED TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US

14/525,776	9291016	METHOD FOR PULLING A CROWN PLUG FROM A SUBSEA TREE	EPIC APPLIED TECHNOLOGIES, LLC	US
14/709,917	9446535	ARTICULATING BAND SAW AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
14/823,642	9631337	INTERNAL JACKET LEG CUTTER AND METHOD	EPIC APPLIED TECHNOLOGIES, LLC	US
14/868,866	9599253	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
14/931,100	9745812	METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US
14/950,908	9851038	METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
15/076,926	10036225	METHOD AND APPARATUS FOR PULLING A CROWN PLUG	EPIC APPLIED TECHNOLOGIES, LLC	US
15/340,073	10018005	ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
15/462,980	9919370	METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	EPIC APPLIED TECHNOLOGIES, LLC	US
15/972,486	10301890	METHOD AND APPARATUS FOR SALVAGING AN OIL WELL TUBULARS	EPIC APPLIED TECHNOLOGIES, LLC	US
16/030,802	-	ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EPIC APPLIED TECHNOLOGIES, LLC	US
16/048,688	-	METHOD AND APPARATUS FOR PULLING A CROWN PLUG	EPIC APPLIED TECHNOLOGIES, LLC	US

Exhibit C
Trademarks

Mark	Serial No.	Reg. No.	Title	Record Owner	Country	Pub. Date/Reg. Date
EPIC COMPANIES	87909715		EPIC COMPANIES	EPIC APPLIED TECHNOLOGIES, LLC	US	
	87909726			EPIC APPLIED TECHNOLOGIES, LLC	US	
WILCO	77586045	3704413	WILCO	EPIC DIVING & MARINE SERVICES, LLC	US	11/03/2009
	77586164	3678838	DIVE 5 DEVELOP IMPLEMENT VERIFY ENHANCE	EPIC DIVING & MARINE SERVICES, LLC	US	09/08/2009
DIVE 5	77586183	3675569	DIVE 5	EPIC DIVING & MARINE SERVICES, LLC	US	09/01/2009
	77586188	3779998		EPIC DIVING & MARINE SERVICES, LLC	US	02/09/2010
	77693042	3689332	EOT	TETRA APPLIED TECHNOLOGIES, LLC	US	09/29/2009
WORKING SAFELY UNDER PRESSURE	77901927	3902873	WORKING SAFELY UNDER PRESSURE	EPIC DIVING & MARINE SERVICES, LLC	US	10/26/2010
PAES	86182476	4882137	PAES	TSB OFFSHORE, INC.	US	01/05/2016

EXHIBIT D

Mask Works

None.