# OP \$165.00 5114972

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM545288

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABACO DRILLING TECHNOLOGIES LLC		10/04/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A. (as Administrative Agent)		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mailcode TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	5114972	EVENTEK
Registration Number:	5752385	ABACO DRILLING TECHNOLOGIES
Registration Number:	5747285	ABACO DRILLING TECHNOLOGIES
Serial Number:	88553739	OPTIFIT
Serial Number:	87777673	INJCT DRILLING TECHNOLOGIES
Serial Number:	87777681	INJECT DRILLING TECHNOLOGIES

### **CORRESPONDENCE DATA**

**Fax Number:** 7132223291

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:** 713.221.3306

**Email:** docketing@bracewell.com

Correspondent Name: BRACEWELL LLP

Address Line 1: 711 LOUISIANA STREET

Address Line 2: SUITE 2300

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 0032046.04

NAME OF SUBMITTER: Constance Gall Rhebergen

TRADEMARK REEL: 006772 FRAME: 0090

SIGNATURE:	/Constance Gall Rhebergen/	
DATE SIGNED:	10/15/2019	

## **Total Attachments: 5**

source=DM-#6053707-v1-ABL\_Short\_Form\_Trademark\_Security\_Agreement\_(Executed)#page1.tif source=DM-#6053707-v1-ABL\_Short\_Form\_Trademark\_Security\_Agreement\_(Executed)#page2.tif source=DM-#6053707-v1-ABL\_Short\_Form\_Trademark\_Security\_Agreement\_(Executed)#page3.tif source=DM-#6053707-v1-ABL\_Short\_Form\_Trademark\_Security\_Agreement\_(Executed)#page4.tif source=DM-#6053707-v1-ABL\_Short\_Form\_Trademark\_Security\_Agreement\_(Executed)#page5.tif

TRADEMARK REEL: 006772 FRAME: 0091 TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of October 4, 2019 (this "Agreement"), among ABACO DRILLING TECHNOLOGIES LLC, a Delaware limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Security Agreement, dated as of October 4, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Abaco Energy Technologies Intermediate LLC, a Delaware limited liability company ("Parent"), the subsidiaries of Parent from time to time party thereto and the Administrative Agent and (b) the ABL Credit Agreement, dated as of October 4, 2019 (as amended, supplemented or otherwise modified and/or restated from time to time, the "Credit Agreement"), among Parent; Abaco Energy Technologies LLC, a Delaware limited liability company ("Technologies"); Abaco Energy Technologies, Inc., a Delaware corporation ("Abaco Corp"); Grantor (Grantor, collectively with Technologies and Abaco Corp, the "Borrowers" and individually a "Borrower"); the Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). The Lenders have agreed to extend credit to the Borrowers 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 a Borrower, will derive substantial benefits from the extension of credit to the Borrowers 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. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security 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 Administrative 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 under the laws of the United States; (collectively, the "Trademark Collateral"):

- (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 (the "Trademarks"),
- (b) all goodwill associated with or symbolized by the Trademarks excluding, in each case of (a) and (b) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law,

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- (c) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

SECTION 3. <u>Purpose</u>. 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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. <u>Intercreditor Agreement Governs.</u> Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Revolving Obligations are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Revolving Obligations, the provisions of the Intercreditor Agreement shall prevail. As used in this <u>Section 4</u>, "Revolving Obligations" shall have the meaning given to such term in the Intercreditor Agreement.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ABACO DRILLING TECHNOLOGIES LLC, as the Grantor

By:

Name: Christopher Weber Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Administrative Agent

Name: Carlos J. Medina

Title: Senior Vice President

Schedule I **United States Trademarks and Trademark Applications** 

Mark	Country	Record Owner	Reg. No App. No.
EVENTEK	U.S.	Abaco Drilling Technologies LLC	5114972 86384142
ABACO DRILLING TECHNOLOGIES	U.S.	Abaco Drilling Technologies LLC	5752385 87747140
Abaco DRILLING TECHNOLOGIES	U.S.	Abaco Drilling Technologies LLC	5747285 87925821
OPTIFIT	U.S.	Abaco Drilling Technologies LLC	N/A 88553739
INJCT DRILLING TECHNOLOGIES <sup>1</sup>	U.S.	Abaco Drilling Technologies LLC	N/A 87777673
INJECT DRILLING TECHNOLOGIES <sup>2</sup>	U.S.	Abaco Drilling Technologies LLC	N/A 87777681

Schedule I

**TRADEMARK REEL: 006772 FRAME: 0096** 

**RECORDED: 10/15/2019** 

 $<sup>^1</sup>$  Abandoned by Record Owner, Grantor makes no representations or warranties as to this trademark.  $^2$  Abandoned by Record Owner, Grantor makes no representations or warranties as to this trademark.