

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AES-EOT EQUIPMENT HOLDINGS, LLC		01/14/2020	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	ACQUA LIANA CAPITAL PARTNERS, LLC		
Street Address:	150 YORK STREET, SUITE 410		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H3S5		
Entity Type:	Limited Liability Company: TEXAS		
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:	7146686355		
<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:	7146686255		
Email:	SUNNYLEE@PAULHASTINGS.COM		
Correspondent Name:	SUNNY E. LEE		
Address Line 1:	695 TOWN CENTER DRIVE, 17TH FLOOR		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		

CH \$240.00 87909715

ATTORNEY DOCKET NUMBER:	92928-00029 Schwartz
NAME OF SUBMITTER:	SUNNY E. LEE
SIGNATURE:	/S/ SUNNY E. LEE
DATE SIGNED:	01/15/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of January, 2020, by and among Grantor listed on the signature pages hereof ("Grantor"), and ACQUA LIANA CAPITAL PARTNERS, LLC, a Texas limited liability company ("Acqua Liana"), in its capacity as collateral agent for each of the Lending Parties (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Junior Loan Agreement"), by and among AES DECOM HOLDINGS, LLC, a Louisiana limited liability company ("AES Decom"), AES-EOT EQUIPMENT HOLDINGS, LLC, a Louisiana limited liability company ("AES-EOT"), DICKSON ROAD INVESTMENTS, LLC, a Louisiana limited liability company ("Dickson Road"), TRITON EQUIPMENT HOLDINGS, LLC, a Louisiana limited liability company ("Triton Equipment"), EXPLORER DSV HOLDINGS, LLC, a Louisiana limited liability company ("Explorer DSV"), PATRIOT DSV HOLDINGS, LLC, a Louisiana limited liability company ("Patriot DSV"), TRITON HEDRON, LLC, a Louisiana limited liability company ("Triton Hedron", together with AES Decom, AES-EOT, Dickson Road, Triton Equipment, Explorer DSV, Patriot DSV and any other Persons that become a "Borrower" thereunder, each a "Borrower", and collectively, jointly and severally, the "Borrowers"), HEAVY LIFT HOLDINGS, LLC, a Louisiana limited liability company ("Heavy Lift", together with any other Persons that become a "Parent" thereunder, each a "Parent", and collectively, jointly and severally, the "Parents"), the several entities from time to time party hereto as Lenders, and Acqua Liana, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, and the Lenders, collectively, the "Lending Parties"), the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Junior Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lending Parties, that certain Guaranty and Security Agreement, dated as of January 14, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Junior Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Junior Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Junior Guaranty and Security Agreement or, if not defined therein, in the Junior Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Junior Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lending

Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, or the other members of the Lending Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Junior Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Junior Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Junior Guaranty and Security Agreement, the Junior Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE JUNIOR GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AES-EOT EQUIPMENT HOLDINGS,
LLC, a Louisiana limited liability company

By: 
Name: Eot-Trade/Inc
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ACQUA LIANA CAPITAL PARTNERS,
LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT - JUNIOR]

TRADEMARK
REEL: 006838 FRAME: 0973

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**AES-EOT EQUIPMENT HOLDINGS,
LLC**, a Louisiana limited liability company

By: _____
Name: _____
Title: _____

AGENT:



ACCEPTED AND ACKNOWLEDGED BY:

**ACQUA LIANA CAPITAL PARTNERS,
LLC**, a Texas limited liability company

By:  _____
Name: David A. Wiley
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Status	Reg. No.	Country	Publication/ Reg. Date
EPIC	Registered	Z20090635	Croatia	09/09/2010
	Registered	IR1031199	Croatia	04/17/2009
	Registered	IR1031199	Italy	04/17/2009

(Continued on next page.)

Mark	Serial No.	Reg. No.	Title	Country	Publication/ Reg. Date
EPIC COMPANIES	87909715		EPIC COMPANIES	US	
	87909726			US	
WILCO	77586045	3704413	WILCO	US	11/03/2009
	77586164	3678838	D I V E 5 DEVELOP IMPLEMENT VERIFY ENHANCE	US	09/08/2009
DIVE 5	77586183	3675569	DIVE 5	US	09/01/2009
	77586188	3779998		US	02/09/2010
	77693042	3689332	EOT	US	09/29/2009
WORKING SAFELY UNDER PRESSURE	77901927	3902873	WORKING SAFELY UNDER PRESSURE	US	10/26/2010
PAES	86182476	4882137	PAES	US	01/05/2016

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.