

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Data Corporation		01/31/2020	Corporation: LOUISIANA
P2ES Holdings, LLC	FORMERLY P2ES Holdings, Inc.	01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC, as Administrative Agent		
<b>Street Address:</b>	555 California Street, 50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4535906	ILANDMAN	
<b>Registration Number:</b>	2619916	TOBIN	
<b>Registration Number:</b>	2660371	GLOBAL PLANNER	
<b>Registration Number:</b>	1224965	MIDCONTINENT MAP SERVICES	
<b>Registration Number:</b>	1044130		
<b>Registration Number:</b>	1078366	TOBIN	
<b>Registration Number:</b>	0608871	EDGAR TOBIN AERIAL SURVEYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	43082 / 093		

CH \$190.00 4535906

<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	02/03/2020
<b>Total Attachments: 8</b> source=P2 US Intellectual Property Security Agreement#page1.tif source=P2 US Intellectual Property Security Agreement#page2.tif source=P2 US Intellectual Property Security Agreement#page3.tif source=P2 US Intellectual Property Security Agreement#page4.tif source=P2 US Intellectual Property Security Agreement#page5.tif source=P2 US Intellectual Property Security Agreement#page6.tif source=P2 US Intellectual Property Security Agreement#page7.tif source=P2 US Intellectual Property Security Agreement#page8.tif	

## US INTELLECTUAL PROPERTY SECURITY AGREEMENT

This US INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 31, 2020, (this "Agreement"), by and among each subsidiary of P2 Upstream Holdings, Inc., a Delaware corporation ("Holdings"), listed on the signature pages hereto (collectively, the "Grantors") in favor of KKR Loan Administration Services LLC ("KLAS"), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent").

Reference is made to that certain US Pledge and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the US Borrower and Canadian Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, P2 Upstream Acquisition Co., a Delaware corporation ("US Borrower"), P2 Energy Solutions Alberta ULC, an unlimited liability company incorporated under the laws of British Columbia (the "Canadian Borrower"), P2 Upstream Holdings Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and KKR Loan Administration Services LLC ("KLAS"), in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

AMERICAN DATA CORPORATION

By: 

Name: Derrick Barker  
Title: Treasurer

*Signature Page to US IP Security Agreement*

TRADEMARK  
REEL: 006854 FRAME: 0235

P2ES HOLDINGS, LLC

By: 


Name: Derrick Barker

Title: Treasurer

*Signature Page to US IP Security Agreement*




**TRADEMARK**  
**REEL: 006854 FRAME: 0236**

P2 Energy Solutions Alberta ULC

By:   
Name: Derrick Barker  
Title: Treasurer

SCHEDULE I

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
American Data Corporation	4535906	iLandMan
P2ES Holdings, Inc. <sup>1</sup>	2619916	TOBIN & Design  TOBIN
P2ES Holdings, Inc.	2660371	GLOBAL PLANNER
P2ES Holdings, Inc.	1224965	MIDCONTINENT MAP SERVICES
P2ES Holdings, Inc.	1044130	Design 
P2ES Holdings, Inc.	1078366	TOBIN
P2ES Holdings, Inc.	0608871	 EDGAR TOBIN AERIAL SURVEYS

UNITED STATES TRADEMARK APPLICATIONS

None.

<sup>1</sup> P2ES Holdings, Inc. changed its name to P2ES Holdings, LLC on November 1, 2013. Certain intellectual property remains held in the former entity name.



SCHEDULE II

UNITED STATES PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

SCHEDULE III

UNITED STATES COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
P2 Energy Solutions Alberta ULC	TXu001228125	Integrated compliance management system: ICMS.
P2 Energy Solutions, Inc. <sup>2</sup>	TX004456153	Excalibur land lease records system.
P2ES Holdings, Inc. <sup>3</sup>	TXu000956257	Superbase.
P2ES Holdings, Inc.	TX0006648166	Enterprise Upstream 6.0.
P2ES Holdings, Inc.	TX0006648165	Enterprise Land 2.5.
P2ES Holdings, Inc.	TX0006648164	Excalibur 4.0.
P2ES Holdings, LLC	TXu002131701	P2 BOLO (v. 13.3)

UNITED STATES COPYRIGHT APPLICATIONS

None.

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<sup>2</sup> P2 Energy Solutions, Inc. merged into P2ES Holdings, LLC (formerly known as P2ES Holdings, Inc.) on April 1, 2009. Certain intellectual property remains held in the former entity name.

<sup>3</sup> P2ES Holdings, Inc. changed its name to P2ES Holdings, LLC on November 1, 2013. Certain intellectual property remains held in the former entity name.