

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INLINE SERVICES, LLC		02/18/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2800 Post Oak Blvd.		
Internal Address:	38th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2984500	PIT CLEANING PIG	
Registration Number:	2838207	MAXITHANE	
Registration Number:	2902760	ISTE PIG	
Registration Number:	2904229	POWER BRUSH PIG	
Registration Number:	2904230	SUD PIG	
Registration Number:	2904232	UNI-CUP PIG	
Registration Number:	2902758	UNI-FLEX PIG	
Registration Number:	2904231	UNI-PLUS PIG	
CORRESPONDENCE DATA			
Fax Number:	7132204285		
<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:	7132204614		
Email:	pat-tmk@andrewskurth.com		
Correspondent Name:	HUNTON ANDREWS KURTH LLP		
Address Line 1:	600 TRAVIS ST.		
Address Line 2:	SUITE 4200		
Address Line 4:	HOUSTON, TEXAS 77002		

CH \$215.00 2984500

NAME OF SUBMITTER:	Jeanne Dunn
SIGNATURE:	/Jeanne Dunn/
DATE SIGNED:	02/19/2020
Total Attachments: 3 source=PipelineHoldings_IP_SecurityAgreement#page1.tif source=PipelineHoldings_IP_SecurityAgreement#page2.tif source=PipelineHoldings_IP_SecurityAgreement#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made this 18th day of February, 2020 between INLINE SERVICES, LLC a Texas limited liability company having a place of business at 1375 Enclave Parkway, Houston, Texas 77077 (“Grantor”), and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38th Floor, Houston, Texas 77056 (“Lender”).

WHEREAS, Grantor owns the Trademarks (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor’s parent company, PIPELINE HOLDINGS, LLC, a Texas limited liability company, and Lender have entered into that certain Loan Agreement dated as of February 18, 2020 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 18, 2020 between Grantor and Lender (the “Security Agreement”), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

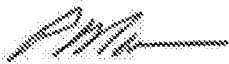
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the “IP Collateral”): all of Grantor’s right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, “IP Collateral” shall not include any “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such “intent to use” trademark applications and the validity or enforceability of such “intent to use” trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

INLINE SERVICES, LLC

By: 
Name: Phillip Morrison
Title: Chief Executive Officer

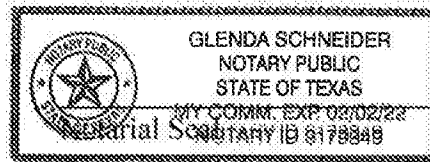
STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Phillip Morrison, Chief Executive Officer of INLINE SERVICES, LLC, a Texas limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said INLINE SERVICES, LLC

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13 day of February, 2020.


Notary Public
My Commission Expires:



Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006866 FRAME: 0911

SCHEDULE A

Matter No.	Mark	Serial No.	Filing Date	Registration No.	Registration Date
INLS004US	PIT CLEANING PIG	76519471	May 9, 2003	2984500	August 16, 2005
INLS008US	MAXITHANE	76519470	May 9, 2003	2838207	May 4, 2004
INLS009US	ISTE PIG <i>Disclaimer: "PIG"</i>	76502917	March 17, 2003	2902760	November 16, 2004
INLS011US	POWER BRUSH PIG <i>Disclaimer: "BRUSH PIG"</i>	76502911	March 17, 2003	2904229	November 23, 2004
INLS012US	SUD PIG <i>Disclaimer: "PIG"</i>	76502913	March 17, 2003	2904230	November 23, 2004
INLS013US	UNI-CUP PIG <i>Disclaimer: "PIG"</i>	76502918	March 17, 2003	2904232	November 23, 2004
INLS014US	UNI-FLEX PIG <i>Disclaimer: "PIG"</i>	76502915	March 17, 2003	2902758	November 16, 2004
INLS015US	UNI-PLUS PIG <i>Disclaimer: "PIG"</i>	76502914	March 17, 2003	2904231	November 23, 2004