

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM564228

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900536304		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Welding and Turnarounds, LLC		01/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88398799	SWAT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	austin.jacobs@tklaw.com		
Correspondent Name:	Austin Jacobs		
Address Line 1:	811 Main Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Austin Jacobs		
SIGNATURE:	/Austin Jacobs/		
DATE SIGNED:	02/27/2020		
Total Attachments: 5			
source=Collateral Assignment of Trademarks Cadence-SWAT Executed#page1.tif			
source=Collateral Assignment of Trademarks Cadence-SWAT Executed#page2.tif			
source=Collateral Assignment of Trademarks Cadence-SWAT Executed#page3.tif			
source=Collateral Assignment of Trademarks Cadence-SWAT Executed#page4.tif			
source=Collateral Assignment of Trademarks Cadence-SWAT Executed#page5.tif			

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of January 31, 2020 (“Agreement”), between SPECIALTY WELDING AND TURNAROUNDS, LLC, a Louisiana limited liability company (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of January 31, 2020 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), IX SWAT MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), SWAT INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“SWAT Intermediate”), the Assignor, SWAT ACQUISITION HOLDINGS, INC., a Delaware corporation (“SWAT Acquisition”), and HEATEX INDUSTRIES, INC., a Texas corporation (“HEATEX”, and together with the Initial Borrower, SWAT Intermediate, the Assignor and SWAT Acquisition, each a “Borrower” and collectively, the “Borrowers”), IX SWAT INTERMEDIATE, LLC, a Delaware limited liability company (the “Parent”), the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of January 31, 2020 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other Borrowers, the Parent, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terns used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR:

SPECIALTY WELDING AND TURNAROUNDS,
LLC

By: 

Name: Johnny Holifield


Title: President

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

TRADEMARK
REEL: 006877 FRAME: 0134

Accepted and acknowledged by:

CADENCE BANK, N.A., as Administrative Agent

By: 
Name: Taylor Ducoff
Title: Vice President

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS]

TRADEMARK
REEL: 006877 FRAME: 0135

Schedule A
to Collateral Assignment of
Trademarks

(i)

Trademarks and service marks

Application Serial No.



88/398,799

(ii)

SWAT Specialty Welding and Turnarounds registered with the Louisiana Secretary of State on April 22, 2014; book number 65-1388

(iii)

Unregistered trademarks and service marks

1. SWAT
2. SWAT LIFE
3. SWAT Squad
4. #SWATLIFE
5. TEAM SIX
6. SWAT TRAIN
7. SWAT SERVICE
8. SWATSERVICE.COM