

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLBORE INTEGRITY SOLUTIONS LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	301 S College Street, Floor 05		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4175039	EZY-TORQ	
Registration Number:	0752927	FLO-TEL	
Registration Number:	2064106	HYDRA-STROKE	
Registration Number:	1464856	DRILCO	
Registration Number:	5584858	HYDRA-STROKE	
Registration Number:	1073929	HEVI-WATE	
Registration Number:	3792975	THOMAS TOOLS	
Registration Number:	0713462	SERVCO	
Registration Number:	2525230	TRACKMASTER	
Registration Number:	0594012	DRILCO	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		

CH \$265.00 4175039

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 03/17/2020

Total Attachments: 8

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Trademark Security Agreement”) dated December 31, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, WELLBORE INTEGRITY SOLUTIONS LLC, a Delaware limited liability company (“Administrative Borrower”), certain subsidiaries of PISCES INTERMEDIATE HOLDINGS LP, a Delaware limited partnership (together with the Administrative Borrower, each individually, the “Borrower”, and collectively, the “Borrowers”), the Additional Borrowers party thereto, Wells Fargo, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and the Collateral Agent, and each lender from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into the ABL Credit Agreement dated as of December 31, 2019 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this ABL Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “ABL Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto with the United States Patent and Trademark Office).

SECTION 2. Security for Obligations. The grant of a security interest in the ABL Collateral by each Grantor under this ABL Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this ABL Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This ABL Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this ABL Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This ABL Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the ABL Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this ABL Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

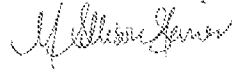
SECTION 6. Governing Law. THIS ABL TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this ABL Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLBORE INTEGRITY SOLUTIONS LLC,
as Initial Grantor




By: _____

Name: M. Allison Steiner

Title: Secretary and Treasurer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: VIVEK TAYAN
Title: DIRECTOR

SCHEDULE A
United States Trademark Registrations and Trademark Applications

#	Owner	Country	Filing Number	Reg. Number	Trademark
1	Wellbore Integrity Solutions LLC	United States	85/474561	4175039	EZY-TORQ
3	Wellbore Integrity Solutions LLC	OAPI	75675	25739	SERVCO
4	Wellbore Integrity Solutions LLC	Germany	S32643	1013546	SERVCO
5	Wellbore Integrity Solutions LLC	EUTM	650689	650689	HYDRA-STROKE
6	Wellbore Integrity Solutions LLC	United States	72/157411	0752927	FLO-TEL
7	Wellbore Integrity Solutions LLC	United States	75/036244	2064106	HYDRA-STROKE
8	Wellbore Integrity Solutions LLC	United Kingdom	2049353	2049353	HYDRA-STROKE
10	Wellbore Integrity Solutions LLC	OAPI	75676	25740	SERVCO
19	Wellbore Integrity Solutions LLC	Argentina	3147909	2580288	SERVCO
20	Wellbore Integrity Solutions LLC	Germany	S42514	DE1094526	FLO-TEL
21	Wellbore Integrity Solutions LLC	United States	73/415050	1464856	DRILCO
24	Wellbore Integrity Solutions LLC	Norway	199800808	193345	HYDRA-STROKE
25	Wellbore Integrity Solutions LLC	Australia	1627720	1627720	DRILCO
26	Wellbore Integrity Solutions LLC	Argentina	3147908	2580287	SERVCO
27	Wellbore Integrity Solutions LLC	United States	87/814945	5584858	HYDRA-STROKE
28	Wellbore Integrity Solutions LLC	Mexico	1253207	1297975	SERVCO

#	Owner	Country	Filing Number	Reg. Number	Trademark
30	Wellbore Integrity Solutions LLC	Norway	19793046	112249	SERVCO
31	Wellbore Integrity Solutions LLC	Australia	1477182	1477182	SERVCO
32	Wellbore Integrity Solutions LLC	United States	85/474561	4175039	EZY-TORQ
34	Wellbore Integrity Solutions LLC	OAPI	75675	25739	SERVCO
35	Wellbore Integrity Solutions LLC	Germany	S32643	DE1013546	SERVCO
36	Wellbore Integrity Solutions LLC	EUTM	650689	650689	HYDRA-STROKE
37	Wellbore Integrity Solutions LLC	United States	72/157411	0752927	FLO-TEL
39	Wellbore Integrity Solutions LLC	United Kingdom	2049353	2049353	HYDRA-STROKE
41	Wellbore Integrity Solutions LLC	OAPI	75676	25740	SERVCO
50	Wellbore Integrity Solutions LLC	Argentina	3147909	2580288	SERVCO
51	Wellbore Integrity Solutions LLC	Germany	S42514	DE1094526	FLO-TEL
52	Wellbore Integrity Solutions LLC	United States	73/415050	1464856	DRILCO
55	Wellbore Integrity Solutions LLC	Norway	199800808	193345	HYDRA-STROKE
56	Wellbore Integrity Solutions LLC	Australia	1627720	1627720	DRILCO
57	Wellbore Integrity Solutions LLC	Argentina	3147908	2580287	SERVCO
58	Wellbore Integrity Solutions LLC	United States	87/814945	5584858	HYDRA-STROKE
59	Wellbore Integrity Solutions LLC	Mexico	1253207	1297975	SERVCO
61	Wellbore Integrity Solutions LLC	Norway	19793046	112249	SERVCO

#	Owner	Country	Filing Number	Reg. Number	Trademark
62	Wellbore Integrity Solutions LLC	Australia	1477182	1477182	SERVCO
63	Wellbore Integrity Solutions LLC	Russia	2011732365	475107	SERVCO
64	Wellbore Integrity Solutions LLC	Canada	1541720	TMA863843	SERVCO
65	Wellbore Integrity Solutions LLC		369585	369585	DRILCO ¹
66	Wellbore Integrity Solutions LLC		369586	369586	DRILCO ²
71	Wellbore Integrity Solutions LLC	United States	73/108720	1073929	HEVI-WATE
72	Wellbore Integrity Solutions LLC	United States	77/844681	3792975	THOMAS TOOLS
73	Wellbore Integrity Solutions LLC	Canada	1541720	863843	SERVCO
74	Wellbore Integrity Solutions LLC	EUTM	010244408	010244408	SERVCO
75	Wellbore Integrity Solutions LLC	Mexico	1253205	1301196	SERVCO
80	Wellbore Integrity Solutions LLC	United States	72/096750	713462	SERVCO
83	Wellbore Integrity Solutions LLC	United States	78/012513	2525230	TRACKMASTER
84	Wellbore Integrity Solutions LLC	Norway	201202021	266139	SERVCO
91	Wellbore Integrity Solutions LLC	Malaysia		318035	FLO-TEL
92	Wellbore Integrity Solutions LLC	United States	71/619927	0594012	DRILCO (Stylized)
95	Wellbore Integrity Solutions LLC	Venezuela	M1991/015929	F163814	DRILCO

¹ Subject to verification that these are existing registrations or applications or the information herein is correct.

² Subject to verification that these are existing registrations or applications or the information herein is correct.

#	Owner	Country	Filing Number	Reg. Number	Trademark
96	Wellbore Integrity Solutions LLC	China	10050126	10050126	SERVCO
97	Wellbore Integrity Solutions LLC	China	10050127	10050127	SERVCO
99	Wellbore Integrity Solutions LLC	Germany	992838	992838	SERVCO
101	Wellbore Integrity Solutions LLC	Italy	362018000014650	362018000014650	DRILCO
102	Wellbore Integrity Solutions LLC	Indonesia	R002005002677	IDM000064238	DRILCO & Design
103	Wellbore Integrity Solutions LLC	Indonesia	R002005002678	IDM000064239	DRILCO & Design
104	Wellbore Integrity Solutions LLC	Indonesia	R002005008872		DRILCO
105	Wellbore Integrity Solutions LLC	Venezuela	M1991/015929	F163814	DRILCO
106	Wellbore Integrity Solutions LLC	Louisiana State Registration		46-800317	THOMAS TOOLS
107	Wellbore Integrity Solutions LLC	Louisiana State Registration		46-800318	THOMAS TUBING SPECIALISTS
108	Wellbore Integrity Solutions LLC	Venezuela	M1991/015927	F163813	SERVCO
109	Wellbore Integrity Solutions LLC	Colombia	12035869	458134	SERVCO
110	Wellbore Integrity Solutions LLC	Colombia	12035856	468133	SERVCO
111	Wellbore Integrity Solutions LLC	India	441018	173411	SERVCO
112	Wellbore Integrity Solutions LLC	Malaysia	MA312285	85003122	SERVCO
113	Wellbore Integrity Solutions LLC	Indonesia	369586	369586	DRILCO