

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miller Pipeline, LLC		04/09/2020	Limited Liability Company: INDIANA
Minnesota Limited LLC		04/09/2020	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	foreign banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5757069	ONE DAY, ONE GOAL, NO INCIDENTS
Registration Number:	5757068	ONE 1
Registration Number:	5069845	MVERGE
Registration Number:	2807415	MPC TOUGH TUBE
Registration Number:	1837063	M
Registration Number:	1868275	SAFE-T-SEAL
Registration Number:	1838844	MILLER PIPELINE
Registration Number:	1895540	SAFE-PASSAGE
Registration Number:	1783845	INTRUDER
Registration Number:	1558777	SLOT
Registration Number:	1492244	ENCAPSEAL
Registration Number:	1048514	WEKO-SEAL
Registration Number:	1378857	VAC-HOE
Registration Number:	4055030	MINNESOTA LIMITED, INC.
Registration Number:	4390515	MINNESOTA LIMITED, LLC PIPELINE AND STAT

CH \$390.00 5757069

CORRESPONDENCE DATA**Fax Number:** 2129096836*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.***Phone:** 212-909-6000**Email:** trademarks@debevoise.com**Correspondent Name:** Mica Michelle Rollock, Esq.**Address Line 1:** 919 Third Ave**Address Line 2:** Debevoise & Plimpton LLP**Address Line 4:** New York, NEW YORK 10022

NAME OF SUBMITTER:	Mica Michelle Rollock
SIGNATURE:	/Mica Michelle Rollock/
DATE SIGNED:	04/09/2020

Total Attachments: 6

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 9, 2020, made by each of the parties party hereto (collectively, the "Grantors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having a principal place of business at Eleven Madison Avenue, New York, New York 10010, as administrative agent (the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent (the "Collateral Agent" and together with the Administrative Agent, the "Agents") for the Secured Parties (as defined in the Second Lien Guarantee and Collateral Agreement (as defined below)).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of March 6, 2018 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among POWERTEAM SERVICES, LLC, a Delaware limited liability company (together with any successor in interest thereto, the "Borrower"), POWERTEAM SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, "Holding"), the Agents and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower, Holding, the Grantors and the other parties thereto have executed and delivered the Second Lien Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3 of the Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD

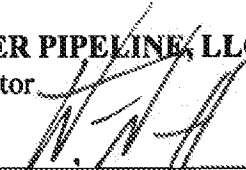
REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER
JURISDICTION.

* * *


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLER PIPELINE, LLC,
as Grantor


By: 
Name: W. Thomas Newell
Title: Chief Legal Officer

MINNESOTA LIMITED, LLC,
as Grantor

By: 
Name: W. Thomas Newell
Title: Chief Legal Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Agent

By: 
Name: Lingzi Huang
Title: Authorized Signatory


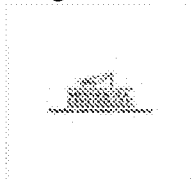
By: 
Name: Brady Bingham
Title: Authorized Signatory

[Signature Page to Hercules—Second Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 006911 FRAME: 0686**

SCHEDULE I

Trademark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Miller Pipeline, LLC	ONE DAY, ONE GOAL, NO INCIDENTS	88148453	5757069	05/21/19
Miller Pipeline, LLC	ONE	88148436	5757068	05/21/19
Miller Pipeline, LLC	MVERGE	86735864	5069845	10/25/16
Miller Pipeline, LLC	MPC TOUGH TUBE	78104962	2807415	01/20/04
Miller Pipeline, LLC		74424769	1837063	05/17/94
Miller Pipeline, LLC	SAFE-T-SEAL	74392923	1868275	12/20/94
Miller Pipeline, LLC	MILLER PIPELINE	74424761	1838844	06/07/94
Miller Pipeline, LLC	SAFE-PASSAGE	74392923	1895540	05/23/95
Miller Pipeline, LLC	INTRUDER	74336120	1783845	07/27/93
Miller Pipeline, LLC	SLOT	73730682	1558777	10/03/89
Miller Pipeline, LLC	ENCAPSEAL	73696312	1492244	06/14/88
Miller Pipeline, LLC	WEKO-SEAL	73080287	1048514	09/21/76
Miller Pipeline, LLC	VAC-HOE	73542895	1378857	01/21/86
Minnesota Limited, LLC	MINNESOTA LIMITED, INC.	85137941	4055030	11/15/11
Minnesota Limited, LLC	MINNESOTA LIMITED, LLC PIPELINE AND STATION CONTRACTORS & design 	85630640	4390515	08/27/13