

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strike, LLC		04/09/2020	Limited Liability Company: TEXAS
Delta Directional Drilling, LLC		04/09/2020	Limited Liability Company: TEXAS
Crossfire, LLC		04/09/2020	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St., 14th Fl.
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5744593	DELTA DIRECTIONAL
Registration Number:	5744589	DELTA DIRECTIONAL
Registration Number:	5722174	BOLT
Registration Number:	5720657	CAPSTONE
Registration Number:	5697387	BOLT
Registration Number:	5697273	CAPSTONE
Registration Number:	5548745	
Registration Number:	5685577	CS CROSSFIRE
Registration Number:	5685567	CROSSFIRE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

TRADEMARK

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 04/09/2020

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Strike, LLC
- 2. Delta Directional Drilling, LLC
- 3. Crossfire, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-TX; 2. LLC-TX; 3. LLC-CO

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 9, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other ABL Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 901 Main St., 14th Fl., Mail Code TX1-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 9, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ABL LOAN TRADEMARK SECURITY AGREEMENT

This ABL LOAN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated April 9, 2020, is made by each of the undersigned grantors (individually, a “Grantor”, and collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative 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 (as defined below).

WHEREAS, STRIKE CAPITAL, LLC, a Texas limited liability company (“Holdings”), STRIKE, LLC, a Texas limited liability company (“Strike”), DELTA DIRECTIONAL DRILLING, LLC, a Texas limited liability company (“Delta”), STRIKE GLOBAL HOLDINGS, LLC, a Texas limited liability company (together with Delta and Strike, the “Borrowers”), the other Guarantors party thereto, BANK OF AMERICA, N.A., as Administrative Agent, and certain financial institutions from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into that certain ABL Loan and Security Agreement dated as of November 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent, for the ratable 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 Trademark Security Agreement for recording with the U.S. 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. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the United States registered Trademarks and Trademarks for which United States applications are pending, including those set forth in Schedule A hereto (the “**IP Collateral**”).

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor 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 Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This 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 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit 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 Trademark Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to conflict of law principles to the extent such principles would require the application of the laws of another jurisdiction.

SECTION 6. Severability. In case any one or more of the provisions contained in this 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 Credit 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.

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

GRANTORS:

STRIKE, LLC

By: 

Name: Stephen V. Pate

Title: Chief Executive Officer

DELTA DIRECTIONAL DRILLING, LLC

By: 

Name: Stephen V. Pate

Title: Manager and Vice President

CROSSFIRE, LLC

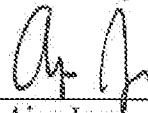
By: 

Name: Stephen V. Pate

Title: Authorized Manager

[Signature Page to ABL Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Ajay Jaggi
Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006911 FRAME: 0890

SCHEDULE A

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Filing Date & Number</u>	<u>Registration Date & Number</u>
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105101 09/05/2018	5744593 05/07/2019
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105048 09/05/2018	5744589 05/07/2019
Strike, LLC DBA Bolt Instrumentation and Electrical	BOLT	Registered	88107737 09/06/2018	5722174 04/09/2019
Strike, LLC	CAPSTONE	Registered	88064771 08/03/2018	5720657 04/09/2019
Strike, LLC DBA Bolt Instrumentation and Electrical	BOLT	Registered	88107704 09/06/2018	5697387 03/12/2019
Strike, LLC	CAPSTONE	Registered	88064723 08/03/2018	5697273 03/12/2019
Strike, LLC	DESIGN ONLY	Registered	87581406 08/23/2017	5548745 08/28/2018
Crossfire, LLC	CS CROSSFIRE	Registered	88030420 07/09/2018	5685577 02/26/2019
Crossfire, LLC	CROSSFIRE	Registered	88030287 07/09/2018	5685567 02/26/2019