

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Dynamics, LLC		04/01/2020	Limited Liability Company: TEXAS
GE Oil & Gas Compression Systems, LLC		04/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	305 S. Grand Avenue, Suite 3850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1627985	POWER PARTS	
Registration Number:	5339194	ENGAGERECIP	
Registration Number:	5556311	POWERFLOW	
Registration Number:	3645258	SUPERIOR	
Registration Number:	2234664	CB	
Registration Number:	2166776	COOPER BESSEMER EST. 1833	
Registration Number:	0581332	AJAX	
Registration Number:	0417731	ENTERPRISE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,kate.ferrara@hklaw.com		
Correspondent Name:	Holland & Knight		
Address Line 1:	10 St. James		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$215.00 1627985

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/10/2020
Total Attachments: 7 source=PNC_Cooper - Trademark Security Agreement#page1.tif source=PNC_Cooper - Trademark Security Agreement#page2.tif source=PNC_Cooper - Trademark Security Agreement#page3.tif source=PNC_Cooper - Trademark Security Agreement#page4.tif source=PNC_Cooper - Trademark Security Agreement#page5.tif source=PNC_Cooper - Trademark Security Agreement#page6.tif source=PNC_Cooper - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of this 1st day of April, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of April 1, 2020 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among ASTRO HOLDCO, LLC, a Delaware limited liability company (“Holdings”), GE OIL & GAS COMPRESSION SYSTEMS, LLC, a Delaware limited liability company (“GE Oil”), EPIC HOLDINGS, LLC, a Texas limited liability company (“EPIC”), ENERGY DYNAMICS, LLC, a Texas limited liability company (“Energy Dynamics”), RECIPROCATING TECHNOLOGY SERVICES, LLC, a Texas limited liability company (“RTS”), and SENIOR ENGINE CO., LLC, a Texas limited liability company (“SEC”, together with GE Oil, EPIC, Energy Dynamics, RTS, and each other Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), the lenders from time to time party thereto (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (“USPTO”), or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively,

“Trademarks”) and licenses for any of the foregoing (“Licenses”), including, without limitation, including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

provided, however, the Trademark Collateral excludes all Excluded Property. Notwithstanding the foregoing, for purposes of this Trademark Security Agreement, the Credit Agreement and the Other Documents, no Lien granted to Agent on any “intent-to-use” United States trademark applications is intended to be a present assignment thereof. For purposes of this Section 2, “intent-to-use” shall mean United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. NEW TRADEMARKS. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to a U.S. federal registration and application for registration of the foregoing owned by any Grantor. Each Grantor agrees to execute and deliver to Agent from time to time, upon demand, such supplemental agreements, amendments, assignments and transfers, or instructions or documents relating to the this Trademark Security Agreement to reflect any new U.S. federal registration and application for registration of any Trademark or License for Trademark. Upon failure of any Grantor to comply with its obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. TERMINATION. This Trademark Security Agreement shall terminate and the security interest in and to and Lien on the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, the Agent shall execute termination documents in form for filing with the USPTO, at the sole cost of the Grantors, to evidence and record the release of the security interests in and to and Lien on the Trademark Collateral granted herein.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank signature page follows.]

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

GRANTORS:

ENERGY DYNAMICS, LLC.,
a Texas limited liability company

By: 

Name: John Sargent

Title: Chief Executive Officer

GE OIL & GAS COMPRESSION SYSTEMS, LLC.,
a Delaware limited liability company

By: 

Name: John Sargent

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006912 FRAME: 0865

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Fred Kiehne*
Name: Fred Kiehne
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Status	Filing Date	Serial No.	Reg. Date	Reg. No.	Registrant
POWER PARTS	1A - Live	April 2, 1990	74044411	December 18, 1990	1627985	Energy Dynamics, LLC
ENGAGERECIP	1A - Live	April 20, 2017	87419014	November 21, 2017	5339194	GE Gas & Oil Compression Systems, LLC
POWERFLOW	1A - Live	August 15, 2016	87138613	September 4, 2018	5556311	GE Gas & Oil Compression Systems, LLC
SUPERIOR	1A - Live	April 29, 2005	76637404	June 30, 2009	3645258	GE Gas & Oil Compression Systems, LLC
CB	1A - Live	June 13, 1996	75118241	March 23, 1999	2234664	GE Gas & Oil Compression Systems, LLC

Mark	Status	Filing Date	Serial No.	Reg. Date	Reg. No.	Registrant
COOPER BESSEMER EST. 1833	1A - Live	February 16, 1996	75059247	June 23, 1998	2166776	GE Gas & Oil Compression Systems, LLC
AJAX	1A - Live	January 5, 1953	71640318	October 20, 1953	581332	GE Gas & Oil Compression Systems, LLC
ENTERPRISE	1A - Live	April 18, 1945	71482275	November 13, 1945	417731	GE Gas & Oil Compression Systems, LLC

Licenses

None.