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ETAS ID: TM572145

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ulterra Drilling Technologies, L.P.		04/15/2020	Limited Partnership: TEXAS

### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1700 Lincoln St.		
Internal Address:	MAC - C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88284554	RIPSAW
Serial Number:	88284584	RIPSAW
Serial Number:	88207524	SHOCKWAVE

# **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	44296-3
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	04/15/2020

**Total Attachments: 5** 

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of April 15, 2020, by Ulterra Drilling Technologies, L.P. (the "**Grantor**"), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "**Collateral Agent**") for the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Priority Lien Documents, the Grantor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:
- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.
- SECTION 6. <u>Collateral Agency Agreement and Junior Lien Intercreditor Agreement</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the security interests created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the Collateral Agency Agreement and the Junior Lien Intercreditor Agreement (if then in effect).

In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, the terms of the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

[Signature pages follow.]

Ulterra Drilling Technologies, L.P.

By:

Name: Maria Mejia

Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

Wells Fargo Bank, National Association, as Collateral

Agent

By:

Name: CORINA M. WOMAC

Title: DIRECTOR

# Schedule I Trademark Registrations and Applications

# **U.S. Trademarks**

Country	Mark	Owner	Reg. No.	Reg. Date
United	AIR RAID	Ulterra Drilling	5746902	5/7/2019
States		Technologies, L.P.		
United	OMEGA	Ulterra Drilling	5846886	8/27/2019
States		Technologies, L.P.		
United	OMEGA	Ulterra Drilling	5846885	8/27/2019
States		Technologies, L.P.		
United	SPLIT BLADE	Ulterra Drilling	5770709	6/4/2019
States		Technologies, L.P.		
United	XP	Ulterra Drilling	5722923	4/9/2019
States		Technologies, L.P.		

# **U.S. Trademark Applications**

Country	Mark	Owner	App. No.	Filing Date
TI I I G	RipSaw	Ulterra Drilling	88284554	1/31/2019
United States		Technologies,		
		L.P.		
	RIP	Ulterra Drilling	88284584	1/31/2019
United States		Technologies,		
		L.P.		
	SHOCKWAVE	Ulterra Drilling	88207524	11/27/2018
United States		Technologies,		
		L.P.		

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**RECORDED: 04/15/2020**