

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPC PetroServ, Inc.		03/10/2020	Corporation: TEXAS
Global Vapor Control, Inc.		03/10/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as collateral agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4372862	GLOBAL VAPOR CONTROL
Registration Number:	4448115	G GLOBAL VAPOR CONTROL, INC.
Registration Number:	4721714	FLAREFREE
Registration Number:	4721713	FLARELESS
Registration Number:	5921140	VAPOR CONTROL GLOBAL
Registration Number:	4425866	TRISTAR PETROSERV
Registration Number:	4832274	TRISTAR PETROSERV

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.98051

TRADEMARK

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/22/2020
Total Attachments: 8 source=2L IPSA (Global Vapor & PetroServ Joinder)#page1.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page2.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page3.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page4.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page5.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page6.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page7.tif source=2L IPSA (Global Vapor & PetroServ Joinder)#page8.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 10, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation, LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC. and PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership, have entered into that certain Second Lien Term Loan Agreement dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Supplement No. 2, dated as of the date hereof, to that certain Second Lien Security Agreement dated as of October 11, 2017 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Section 1.01. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and trademark applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and copyright applications set forth in Schedule C hereto (the “Copyrights”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing

provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured 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, including, without limitation, obligations under such Grantor's Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, record this IP Security Agreement.

Section 1.04. Execution in Counterparts. This IP 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.05. Grants, Rights and Remedies. This IP 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 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.

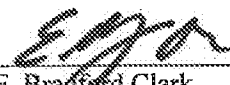
Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 1.07. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Goldman Sachs Bank USA, as Collateral Agent, pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Goldman Sachs Bank USA, as Collateral Agent, with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Intercreditor Agreement"), among Goldman Sachs Bank USA, as ABL Collateral Agent, Goldman Sachs Bank USA, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, each Additional Junior Obligations Agent (as defined in the ABL Intercreditor Agreement) and each Additional Pari Passu Obligations Agent (as defined in the ABL Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[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.

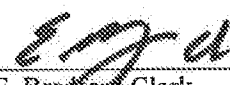
HPC PETROSERV, INC., as Grantor

By 
Name: E. Bradford Clark
Title: Chief Executive Officer, President & Secretary

Address for Notices:

900 Georgia Avenue
Deer Park, TX 77536

GLOBAL VAPOR CONTROL, INC., as Grantor

By 
Name: E. Bradford Clark
Title: Chief Executive Officer, President & Secretary

Address for Notices:

900 Georgia Avenue
Deer Park, TX 77536

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006944 FRAME: 0638

GOLDMAN SACHS BANK U.S.A. as Collateral Agent

By 
Authorized Signatory

Douglas Lemley
Authorized Signatory

Address for Notices:

200 West Street
New York, New York 10282-2198
Attention: SBD Operations
Email: gs-dallas-adminagency@ny.email.gs.com and
gs-sbdagency-borrowernotices@ny.email.gs.com
Telephone: (972) 368-2323
Facsimile: (212) 428-9270

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006944 FRAME: 0639

Schedule A

UNITED STATES PATENTS

United States Patents

New Obligor	Country	Patent No.	Inventor(s)	Title
Global Vapor Control, Inc.	U.S.	8,597,602	ALAN FINLEY; LISHA SALATHIEL; DARYL ARCHULETA	Vacuum Truck Scrubber System
Global Vapor Control, Inc.	U.S.	8,613,895	ALAN FINLEY; DOUG SCOTT; LISHA SALATHIEL	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	U.S.	9,034,284	DARYL ARCHULETA; LISHA SALATHIEL; ALAN FINLEY	Vacuum Truck Scrubber System
Global Vapor Control, Inc.	U.S.	9,415,338	DARYL ARCHULETA; LISHA SALATHIEL; ALAN FINLEY	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	U.S.	10,065,150	DARYL ARCHULETA; LISHA SALATHIEL; DOUG SCOTT; ALAN FINLEY	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	U.S.	10,518,211	DARYL ARCHULETA; LISHA SALATHIEL; DOUG SCOTT;	Global Vapor Control, Inc.
HPC PetroServ, Inc.	U.S.	10,179,881	STEPHEN D. MATZA	Composition and Method for Isolation of Paraffinic Hydrocarbons
HPC PetroServ, Inc.	U.S.	10,184,087	STEPHEN D. MATZA	Optimization of a Method for Isolation of Paraffinic Hydrocarbons

United States Patent Applications

New Obligor	Country	Serial No.	Inventor(s)	Title
HPC PetroServ, Inc.	U.S.	14/987,530	STEPHEN D. MATZA	Optimization of a Method for Isolation of Paraffinic Hydrocarbons
HPC PetroServ, Inc.	U.S.	16/225,816	STEPHEN D. MATZA	Composition and Method for Isolation of Paraffinic Hydrocarbons

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

New Obligor	Country	Mark	Reg. No.	Issue Date	Status
Global Vapor Control, Inc.	U.S.	GLOBAL VAPOR CONTROL	4,372,862	July 23, 2013	Registered
Global Vapor Control, Inc.	U.S.		4,448,115	December 10, 2013	Registered
Global Vapor Control, Inc.	U.S.	FLAREFREE	4,721,714	April 14, 2015	Registered
Global Vapor Control, Inc.	U.S.	FLARELESS	4,721,713	April 14, 2015	Registered
Global Vapor Control, Inc.	U.S.		5,921,140	November 26, 2019	Registered
HPC PetroServ, Inc.	U.S.	TRISTAR PETROSERV	4,425,866	October 29, 2013	Registered
HPC PetroServ, Inc.	U.S.		4,832,274	October 13, 2015	Registered

United States Trademark Applications

None.

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.

Schedule C

#56445768 v4

RECORDED: 05/22/2020

**TRADEMARK
REEL: 006944 FRAME: 0642**