

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flare Industries, LLC		05/29/2020	Limited Liability Company: DELAWARE
Jordan Technologies, LLC		05/29/2020	Limited Liability Company: KENTUCKY
Hy-Bon Engineering Company, Inc.		05/29/2020	Corporation: DELAWARE
Electronic Design for Industry, Inc.		05/29/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5394343	AEREON	
Registration Number:	2614384	CEB	
Serial Number:	88759898	JVS	
Serial Number:	88759827	AIR DEFENDER	
Registration Number:	4737611	ENVIRONMENTAL SOLUTIONS. PURE AND SIMPLE	
Registration Number:	3892460	JORDAN	
Registration Number:	1000215	HY-BON	
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,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		

OP \$190.00 5394343

TRADEMARK

Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 06/01/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of May 29, 2020, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, CIMARRON ENERGY INC., a Delaware corporation (“Cimarron”), HY-BON ENGINEERING COMPANY, INC., a Delaware corporation (“Hy-Bon”), ELECTRONIC DESIGN FOR INDUSTRY, INC., an Ohio corporation (“Electronic Design”), FLARE INDUSTRIES, LLC, a Delaware limited liability company (“Flare Industries”), JORDAN TECHNOLOGIES, LLC, a Kentucky limited liability company (“Jordan Technologies”; together with Cimarron, Hy-Bon, Electronic Design and Flare Industries, collectively, jointly and severally, the “Borrowers”, and each a “Borrower”), have entered into an Export Import Revolving Credit and Security Agreement, dated as May 29, 2020, with the Persons now or hereafter party thereto as guarantors, Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights

corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(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 Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided, however, that in no event shall Collateral include any Excluded Property, including any intent-to-use trademark applications until an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) or a statement of use pursuant to or 15 U.S.C. Section 1051 has been filed with the United States Patent and Trademark Office.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. 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. Any signature delivered by a party hereto by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the General Obligations Law of the State of New York).

[Remainder of page intentionally left blank]

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.

GRANTORS:

FLARE INDUSTRIES, LLC

By: 
Name: Andrew Leeser
Title: Chief Financial Officer

JORDAN TECHNOLOGIES, LLC

By: 
Name: Andrew Leeser
Title: Chief Financial Officer

**HY-BON ENGINEERING COMPANY,
INC.**

By: _____
Name: Jeffrey Foster
Title: Chief Executive Officer

**ELECTRONIC DESIGN FOR
INDUSTRY, INC.**

By: _____
Name: Jeffrey Foster
Title: Chief Executive Officer

[Signature Page to IP Security Agreement (Exim Facility)]

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.

GRANTORS:

FLARE INDUSTRIES, LLC

By: _____
Name: Andrew Leeser
Title: Chief Financial Officer

JORDAN TECHNOLOGIES, LLC

By: _____
Name: Andrew Leeser
Title: Chief Financial Officer

**HY-BON ENGINEERING COMPANY,
INC.**

By: 
Name: Jeffrey Foster
Title: Chief Executive Officer

**ELECTRONIC DESIGN FOR
INDUSTRY, INC.**

By: 
Name: Jeffrey Foster
Title: Chief Executive Officer

{Signature Page to IP Security Agreement (Exlm Facility)}

TRADEMARK

REEL: 006950 FRAME: 0195

SCHEDULE A

PATENTS AND PATENT LICENSES

OWNER	Patent No.	Application No.	<u>TITLE</u>	<u>FILING DATE</u>
Jordan Technologies, LLC	10,343,106	15/517,582	VAPOR RECOVERY SYSTEM	October 6, 2015
Jordan Technologies, LLC	10,335,732	15/584,738	CARBON SAFE VAPOR RECOVERY SYSTEM	May 2, 2017
Jordan Technologies, LLC	9,669,347	14/403,331	CARBON SAFE VAPOR RECOVERY SYSTEM	May 29, 2013
Jordan Technologies, LLC	8,979,982	13/874,664	NEGATIVE PRESSURE VAPOR RECOVERY SYSTEM	May 1, 2013
Jordan Technologies, LLC (formerly Jordan Technologies, Inc.)	5,871,568	08/978,853	RETURN CIRCUIT FOR VAPOR RECOVERY SYSTEM	November 26, 1997
Jordan Technologies, LLC (formerly Jordan Technologies, Inc.)	5,853,455	08/843,306	VAPOR RECOVERY SYSTEM WITH CONTINUOUS INLET MONITORING	April 14, 1997
Jordan Technologies, LLC (formerly Jordan Technologies, Inc.)	5765395	08/829,972	PROCESS AND APPARATUS FOR RECOVERING VAPOR	March 31, 1997
Flare Industries, LLC	D518169	29/219,908	GAS BURNER	December 27, 2004
Hy-Bon Engineering Company, Inc.	7,350,581	11/126,901	VAPOR RECOVERY SYSTEM	April 1, 2008

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date
Flare Industries, LLC	87295665	5394343	AEREON	January 10, 2017	February 6, 2018
Flare Industries, LLC	76184994	2614384	CEB	December 21, 2000	September 3, 2002
Jordan Technologies, LLC	88759898		JVS	January 15, 2020	
Jordan Technologies, LLC	88759827		AIR DEFENDER	January 15, 2020	
Jordan Technologies, LLC	86212619	4737611	ENVIRONMENTAL SOLUTIONS. PURE AND SIMPLE	March 6, 2014	May 19, 2015
Jordan Technologies, LLC	77953189	3892460	JORDAN	March 8, 2010	December 21, 2010
Hy-Bon Engineering Company, Inc.	72454051	1000215	HY-BON	April 9, 1973	December 24, 1974

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

Title	Registration Number	Registration Date	Copyright Claimant
D WEB.	TX0007042548	March 16, 2009	Electronic Design for Industry, Inc.
Well tender's companion	TX0005405552	June 29, 2001	Electronic Design for Industry, Inc.