

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ChampionX USA Inc.		06/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 North Tryon St.		
Internal Address:	MAC Legal Dept., Mail Code NC-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	2962787	ACCESS	
Registration Number:	4515147	ACCUCOUNT	
Registration Number:	1608668	ADOMITE REGAIN	
Registration Number:	2356885	ASP	
Registration Number:	929396	BACTRON	
Registration Number:	3835066	BREAXIT	
Registration Number:	2930410	BRIGHTWATER	
Registration Number:	2296581	CAPTRON	
Registration Number:	4028509	CHAMPION TECHNOLOGIES	
Registration Number:	4808550	CLEAN N COR	
Registration Number:	1779953	CLEARTRON	
Registration Number:	4452257	COLLECT-ORE	
Registration Number:	1011257	COREXIT	
Registration Number:	2498499	CORSABOND	
Registration Number:	2615397	CORSAFOAM	
Registration Number:	2573749	CORSAHIB	
Registration Number:	2498498	CORSAMATE	
Registration Number:	2573761	CORSAMINE	

CH \$1215.00 2962787

Property Type	Number	Word Mark
Registration Number:	4526243	CORSAMOX
Registration Number:	4398521	CORSAMUL
Registration Number:	4398522	CORSAPAVE
Registration Number:	2498496	CORSATHOX
Registration Number:	4036415	CORSITECH
Registration Number:	2885194	CORSICANA TECHNOLOGIES, INC.
Registration Number:	4036408	CORSITECH
Registration Number:	2498497	CORSOLINE
Registration Number:	690739	CORTRON
Registration Number:	2378898	DEPCON
Registration Number:	4597604	EF
Registration Number:	2296580	ENCAPTRON
Registration Number:	2409409	ENERCEPT
Registration Number:	1610953	ENERSPERSE
Registration Number:	1780958	FLEXOIL
Registration Number:	1829108	FLOTRON
Registration Number:	773440	FOAMATRON
Registration Number:	1611764	GAS TREAT
Registration Number:	4383286	KLAY SAFE
Registration Number:	2598046	PERFOAM
Registration Number:	5067769	RENEWIQ
Registration Number:	773441	SCORTRON
Registration Number:	773917	SURFATRON
Registration Number:	3877066	SURFLO PLUS
Registration Number:	2690858	TIORCO
Registration Number:	4267208	TORQ FREE
Registration Number:	1156104	TUBINGSAVER
Registration Number:	5338317	ULTRAFAB
Registration Number:	4464589	X-MUL
Serial Number:	88265959	EVERIFIED

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

TRADEMARK

REEL: 006954 FRAME: 0299

ATTORNEY DOCKET NUMBER:	311834
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/05/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of June 3, 2020 (this "Agreement"), between ChampionX USA Inc. (the "Grantor") and Bank of America, N.A. ("BANA"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 3, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ChampionX Holding Inc., as the Borrower, Parent, the Lenders from time to time party thereto and BANA, as Administrative Agent and (b) the Guarantee and Collateral Agreement dated as of June 3, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, each of the Grantors from time to time party thereto and BANA, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

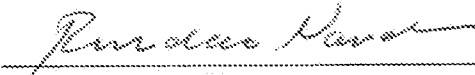
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHAMPIONX USA INC.,
as Grantor

By: Antoine Marcos
Name: Antoine Marcos
Title: Senior Vice President - Finance

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

By: 
Name: Ronaldo Naval
Title: Vice President

Trademarks

TRADEMARK	APP DATE	APP #	REG DATE	REG #	OWNER ¹
ACCESS	Mar 24, 2003	76499829	Jun 21, 2005	2962787	Ecolab USA Inc.
AccuCount	Feb 8, 2012	85537354	Apr 15, 2014	4515147	Ecolab USA Inc.
ADOMITE REGAIN	Jan 18, 1989	73775418	Aug 7, 1990	1608668	Ecolab USA Inc.
ASP	Nov 9, 1998	75586504	Jun 13, 2000	2356885	Ecolab USA Inc.
BACTRON	Sep 21, 1970	72371200	Feb 22, 1972	929396	Champion Technologies, Inc.
BREAXIT	Feb 23, 2010	77942833	Aug 17, 2010	3835066	Ecolab USA Inc.
BRIGHTWATER	Mar 11, 2004	76580324	Mar 8, 2005	2930410	Ecolab USA Inc.
CAPTRON	Aug 14, 1997	75340961	Nov 30, 1999	2296581	Champion Technologies, Inc.
CHAMPION TECHNOLOGIES Design Logo	Feb 22, 2011	85248380	Sep 20, 2011	4028509	Champion Technologies, Inc.
CLEAN N COR	Feb 26, 2015	86548542	Sep 8, 2015	4808550	Ecolab USA Inc.
CLEARTRON	Nov 16, 1992	74331574	Jul 6, 1993	1779953	Champion Technologies, Inc.
COLLECT-ORE	Aug 17, 2012	85706497	Dec 17, 2013	4452257	Corsicana Technologies, Inc.
COREXIT	Oct 9, 1973	73003072	May 27, 1975	1011257	Ecolab USA Inc.
CORSABOND	Oct 24, 2000	78032115	Oct 16, 2001	2498499	Corsicana Technologies, Inc.

¹ Owner will be ChampionX USA Inc. following the Closing Date.

TRADEMARK	APP DATE	APP #	REG DATE	REG #	OWNER
CORSAFOAM	Oct 24, 2000	78032117	Sep 3, 2002	2615397	Corsicana Technologies, Inc.
CORSAHIB	Sep 22, 2000	78027210	May 28, 2002	2573749	Corsicana Technologies, Inc.
CORSAMATE	Oct 24, 2000	78032113	Oct 16, 2001	2498498	Corsicana Technologies, Inc.
CORSAMINE	Oct 10, 2000	78029889	May 28, 2002	2573761	Corsicana Technologies, Inc.
CORSAMOX	Feb 15, 2012	85543260	May 6, 2014	4526243	Corsicana Technologies, Inc.
CORSAMUL	Feb 14, 2012	85542493	Sep 10, 2013	4398521	Corsicana Technologies, Inc.
CORSAPAVE	Feb 14, 2012	85542523	Sep 10, 2013	4398522	Corsicana Technologies, Inc.
CORSATHOX	Oct 24, 2000	78032108	Oct 16, 2001	2498496	Corsicana Technologies, Inc.
CorseTech Logo	Jan 24, 2011	85224087	Oct 4, 2011	4036415	Corsicana Technologies, Inc.
CORSICANA TECHNOLOGIES, INC	Jan 29, 2003	78208240	Sep 14, 2004	2885194	Corsicana Technologies, Inc.
CORSITECH	Jan 21, 2011	85222865	Oct 4, 2011	4036408	Corsicana Technologies, Inc.
CORSOLINE	Oct 24, 2000	78032110	Oct 16, 2001	2498497	Corsicana Technologies, Inc.
CORTRON	Jan 16, 1959	72065927	Jan 5, 1960	690739	Champion Technologies, Inc.
DEPCON	Feb 16, 1999	75646892	Aug 22, 2000	2378898	Ecolab USA Inc.
EF	Feb 21, 2012	85548376	Sep 2, 2014	4597604	Corsicana Technologies, Inc.
ENCAPTRON	Aug 14, 1997	75340852	Nov 30, 1999	2296580	Champion Technologies, Inc.
ENERCEPT	Feb 16, 1999	75644490	Nov 28, 2000	2409409	Ecolab USA Inc.
ENERSPERSE	Jul 11, 1989	73811924	Aug 28, 1990	1610953	Ecolab USA Inc.

TRADEMARK	APP DATE	APP #	REG DATE	REG #	OWNER
FLEXOIL	Nov 16, 1992	74331573	Jul 13, 1993	1780958	Champion Technologies, Inc.
FLOTRON	Nov 16, 1992	74336644	Apr 5, 1994	1829108	Champion Technologies, Inc.
FOAMATRON	Apr 22, 1963	72167209	Jul 21, 1964	773440	Champion Technologies, Inc.
GAS TREAT	Mar 1, 1989	73783847	Sep 4, 1990	1611764	Champion Technologies, Inc.
KLAY SAFE	Nov 29, 2012	85790142	Aug 13, 2013	4383286	Corsicana Technologies, Inc.
PERFOAM	Nov 20, 2001	76339985	Jul 23, 2002	2598046	Champion Technologies, Inc.
RENEWIQ	Mar 16, 2016	86942027	Oct 25, 2016	5067769	Champion Technologies, Inc.
SCORTRON	Apr 22, 1963	72167211	Jul 21, 1964	773441	Champion Technologies, Inc.
SURFATRON	Apr 22, 1963	72167208	Jul 28, 1964	773917	Champion Technologies, Inc.
SurFlo Plus	Apr 16, 2010	85016056	Nov 16, 2010	3877066	Ecolab USA Inc.
TIORCO	Jun 19, 2002	76422902	Feb 25, 2003	2690858	Ecolab USA Inc.
TORQ FREE	Feb 21, 2012	85548412	Jan 1, 2013	4267208	Corsicana Technologies, Inc.
TUBINGS AVER	Jan 9, 1978	73154758	Jun 2, 1981	1156104	Champion Technologies, Inc.
ULTRAFAB	Nov 16, 2016	87238895	Nov 21, 2017	5338317	Ecolab USA Inc.
X-MUL	Feb 15, 2012	85543225	Jan 14, 2014	4464589	Corsicana Technologies, Inc.

Trademarks Applications

Registered Owner	Mark	Application No.	Application Date
Ecolab USA Inc.	EVERIFIED	88265959	