

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593074

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900558878		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arclight Dynamics, LLC		07/02/2020	Limited Liability Company: DELAWARE
Arclight Holdings Co.		07/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	1211 SW Fifth Avenue, Ste. 505		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4624038	ARCLIGHT DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0358		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	08/20/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this IP Security Agreement), is made by ARCLIGHT DYNAMICS, LLC, a Delaware limited liability company (Borrower), and ARCLIGHT HOLDINGS CO., a Delaware corporation (Parent Guarantor) (the foregoing, each a Grantor and, collectively, the Grantors), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (together with its participants, successors and assigns, Lender).

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof, by and among the Grantors and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the Credit Agreement), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Lender, a security interest in all of the Grantors' right, title, and interest in and to certain Collateral, including all of Grantors' copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in clause (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above.

Grantor and Lender hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Rights (i) may only be terminated in accordance with the terms of the

Credit Agreement and (ii) is not to be construed as an assignment of such Intellectual Property Rights.

2. Recordation. Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

4. Governing Law. Section 8.13 of the Credit Agreement is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.


6. Notice. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

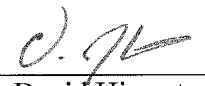
IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ARCLIGHT DYNAMICS, LLC,
a Delaware limited liability company


By: 
Name: David Hiemstra
Title: President

ARCLIGHT HOLDINGS CO.,
a Delaware corporation

By: 
Name: David Hiemstra
Title: President

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: L. David Ericksen
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007019 FRAME: 0648

SCHEDULE 1

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
Arclight Dynamics	Reg. No. 4,624,038	US	February 25, 2014	October 21, 2014	US Classes: 013, 019, 021, 023, 031, 034, 035 International Class: 007 - Primary Class	Arclight Dynamics, LLC*	Registered

**Immediately prior to the Funding Date, Scott Cunningham assigned his interest in this trademark to Cascade Steel Works LLC, an Oregon limited liability company. On the Closing Date, Cascade Steel Works LLC, assigned the mark to Arclight Dynamics, LLC.*