

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan and LC Trademark Security Agreement Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the prior administrative agent under the TSA		09/04/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as the successor administrative agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5744593	DELTA DIRECTIONAL
Registration Number:	5744589	DELTA DIRECTIONAL
Registration Number:	5722174	BOLT
Registration Number:	5720657	CAPSTONE
Registration Number:	5697387	BOLT
Registration Number:	5697273	CAPSTONE
Registration Number:	5548745	
Registration Number:	5685577	CS CROSSFIRE
Registration Number:	5685567	CROSSFIRE

CORRESPONDENCE DATA

Fax Number: 2128366337

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: 212-836-7319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

Address Line 1: c/o Arnold & Porter Kaye Scholer LLP

OP \$240.00 5744593

Address Line 2: 250 West 55th Street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 09/04/2020

Total Attachments: 6

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**TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT
ASSIGNMENT AGREEMENT**

THIS TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 4th day of September, 2020, by BANK OF AMERICA, N.A. ("BANA"), as the prior administrative agent under the TSA (as defined below) and the Loan and Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, reference is made to the Term Loan and LC Loan and Security Agreement, dated as of November 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), made by Strike Capital, LLC, a Texas limited liability company ("Holdings"), Strike, LLC, a Texas limited liability company (the "Borrower"), BANA, the Issuing Banks, the other agents party thereto, the other Obligors party thereto and each Lender from time to time party thereto;

WHEREAS, pursuant to (i) the Loan and Security Agreement and (ii) the Term Loan and LC Trademark Security Agreement, dated as of April 9, 2020 (the "TSA"), made by the Borrower, Delta Directional Drilling, LLC ("Delta") and Crossfire, LLC ("Crossfire"), each as a Grantor and collectively as Grantors (as defined in the TSA), in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on April 9, 2020 on Reel 6911 / Frame 0822, the Grantors have granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the IP Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof;

WHEREAS, effective as of September 4, 2020, Assignor resigned as administrative agent under the Loan and Security Agreement, and the other Loan Documents (as defined in the Loan and Security Agreement);

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of September 4, 2020, among Assignor, Assignee, the Borrower, and the other Obligors (as defined in the Loan and Security Agreement) party thereto, Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of the Assignor as administrative agent under the Loan and Security Agreement and the other Loan Documents (including, without limitation, under the TSA);

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Loan and Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan and Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Loan and Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of the Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the IP Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the IP Collateral of such Grantor are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A., as the prior
administrative agent

By: 
Name: Priscilla Ruffin
Title: AVP

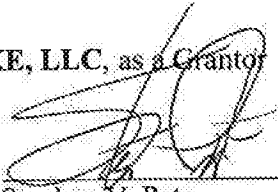
ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as the successor administrative
agent

By: JB Feil
Name: Joseph B. Feil
Title: Vice President

ACKNOWLEDGED AND AGREED:


STRIKE, LLC, as a Grantor

By: 
Name: Stephen V. Pate
Title: Chief Executive Officer

DELTA DIRECTIONAL DRILLING, LLC,
as a Grantor

By: 
Name: Stephen V. Pate
Title: Manager

CROSSFIRE, LLC, as a Grantor

By: 
Name: Stephen V. Pate
Title: Authorized Manager

SCHEDULE I
TO
TERM LOAN AND LC TRADEMARK SECURITY
AGREEMENT ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

Owner	Trademark	Status/ Status Date	File Date & Number	Registration Date & Number
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105101 09/05/2018	5744593 05/07/2019
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105048 09/05/2018	5744589 05/07/2019
Strike, LLC DBA Bolt Instrumentation and Electrical	BOLT	Registered	88107737 09/06/2018	5722174 04/09/2019
Strike, LLC	CAPSTONE	Registered	88064771 08/03/2018	5720657 04/09/2019
Strike, LLC DBA Bolt Instrumentation and Electrical	BOLT	Registered	88107704 09/06/2018	5697387 03/12/2019
Strike, LLC	CAPSTONE	Registered	88064723 08/03/2018	5697273 03/12/2019
Strike, LLC	DESIGN ONLY	Registered	87581406 08/23/2017	5548745 08/28/2018
Crossfire, LLC	CS CROSSFIRE	Registered	88030420 07/09/2018	5685577 02/26/2019
Crossfire, LLC	CROSSFIRE	Registered	88030287 07/09/2018	5685567 02/26/2019