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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM626887 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APTIM CORP.		02/18/2021	Corporation: DELAWARE
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC		02/18/2021	Limited Liability Company: LOUISIANA
APTIM MAINTENANCE, LLC		02/18/2021	Limited Liability Company: LOUISIANA

## **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Notes Collateral Agent	
Street Address:	60 LIVINGSTON AVENUE	
City:	SAINT PAUL	
State/Country:	MINNESOTA	
Postal Code:	55107	
Entity Type:	National Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 1**

Prop	erty Type	Number	Word Mark
Registrat	ion Number:	5686764	APTIM

#### CORRESPONDENCE DATA

**Fax Number:** 2127352000

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:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	200690/8
NAME OF SUBMITTER:	JESSICA N. COHEN
SIGNATURE:	/Jessica N. Cohen/
DATE SIGNED:	02/18/2021

Total Attachments: 4

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#### NOTES INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 1

This SUPPLEMENT NO. 1, dated as of February 18, 2021 (this "Supplement"), to the NOTES INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2017, is entered into by and among the Persons listed on the signature pages hereof (each, a "Grantor").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the NOTES PLEDGE AND SECURITY AGREEMENT, dated as of June 30, 2017 (the "Notes Pledge and Security Agreement"), by and among APTIM CORP. (f/k/a CSVC ACQUISITION CORP.), a Delaware corporation (the "Company"), APTIM HOLDING CORP. (f/k/a CSVC HOLDING CORP.), a Delaware corporation ("Holdings"), and each of the subsidiaries of the Company party thereto, and U.S. Bank National Association, as notes collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Notes Collateral Agent").
- B. The rules of construction and other interpretive provisions specified in the Indenture shall apply to this Supplement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.4(b) of the Notes Pledge and Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Supplement for recording the Security Interest granted under the Notes Pledge and Security Agreement to the Notes Collateral Agent in each Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, each Grantor agrees as follows:

- <u>SECTION 1</u>. <u>Grant of Security</u>. Each Grantor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications and United States Patent registrations and applications set forth in <u>Schedule A</u> hereto (collectively, the "**Collateral**").
- SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by each Grantor under this Supplement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Notes Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving each Grantor.
- SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement.
- SECTION 4. Grants, Rights and Remedies. This Supplement has been entered into in accordance with the provisions of the Notes Pledge and 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 Notes Collateral Agent with respect to the Collateral are more fully set forth in the Notes Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Notes Pledge and Security Agreement, the terms of the Notes Pledge and Security Agreement shall govern.

TRADEMARK REEL: 007195 FRAME: 0851 SECTION 5. Counterparts. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Notes Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

<u>SECTION 8</u>. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.02 of the Indenture.

IN WITNESS WHEREOF, each Grantor has duly executed this Supplement as of the day and year first above written.

APTIM CORP., as a Grantor

By: \_

Kay Griffii

Title: Treasurer

APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC, as a Grantor

By

Name: (Kay Griffii

Title: Assistant Treasurer

APTIM MAINTENANCE, LLC as a Grantor

D.,

Name: (Kay C

tle: Treasurei

# <u>UNITED STATES PATENTS AND TRADEMARKS</u>

## **UNITED STATES PATENTS:**

	Assignee	Patent Title	Serial No./ Filing Date	Patent No./
1				
1.	Aptim Intellectual Property Holdings,	Steam Reformation System	11713440	8647401
	LLC		03/02/2007	02/11/2014
2.	Aptim Maintenance, LLC	Fischer-Tropsch Catalyst Activation	13/117,879	9,050,588
		Procedure	05/27/2011	06/09/2015
3.	Aptim Maintenance, LLC	Fischer-Tropsch Catalyst Activation	14/706,724	10,022,692
		Procedure	05/07/2015	07/17/2018
4.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for	15/315,127	10,041,006
	-	Recycling Fischer-Tropsch Water and	11/30/2016	08/07/2018
		Fischer-Tropsch Tail Gas		
5.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for	16/026,477	10,160,915
		Recycling Fischer-Tropsch Water and	07/03/2018	12/25/2018
		Fischer-Tropsch Tail Gas		
6.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses to	15/315,132	10,029,245
		Improve Processes of Increasing Fischer-	11/30/2016	07/24/2018
		Tropsch Catalyst Activity		
7.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for	15/315,129	10,174,261
		Utilizing a Fischer-Tropsch Purge Stream	11/30/2016	01/08/2019
8.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for	16/183,016	10,400,178
		Utilizing a Fischer-Tropsch Purge Stream	11/07/2018	09/03/2019

## **UNITED STATES TRADEMARKS:**

	Owner	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
1.	Aptim Corp.	APTIM	87430398	5686764
			04/28/2017	02/26/2019

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**RECORDED: 02/18/2021**