

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRILLCO, INC.		02/19/2021	Corporation: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bain Capital Credit, LP, as Administrative Agent		
<b>Street Address:</b>	200 Clarendon Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4461176	NITRO	
<b>Registration Number:</b>	4878699	NITRO-MAX	
<b>Serial Number:</b>	90080062	AMERICAN BURR COMPANY	
<b>Serial Number:</b>	90356763	DRILLCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	66478 / 181		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	02/22/2021		
<b>Total Attachments: 6</b>			

CH \$115.00 4461176

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 19, 2021, is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”), in favor of Bain Capital Credit, LP (“Bain”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 20, 2018 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of December 31, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Walter Surface Technologies Inc. (as successor by amalgamation to 10945048 Canada Inc.), a corporation incorporated under the laws of Canada (the “Lead Borrower”), WST USA Holdco Inc., a Delaware corporation (the “U.S. Borrower” and together with the Lead Borrower, the “Borrowers”), the other Persons party thereto that are designated as a “Credit Party”, Bain Capital Credit, LP, as the Administrative Agent for the several financial institutions from time to time party thereto (each, a “Lender” and collectively, the “Lenders”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the U.S. Borrower) has agreed, pursuant to the Second Lien Guaranty and Security Agreement, dated as of September 20, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is a party to the Second Lien Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for, the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks (other than Trademarks that constitute Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7 Loan Document. This Agreement constitutes a “Loan Document” under and as defined in the Second Lien Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.


Section 8 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Antares Capital LP, as the First Lien Agent, and Administrative Agent, as Second Lien Agent. In the event of any conflict between the terms

of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DRILLCO, INC.,  
a Louisiana corporation,  
as Grantor

By:   
Name: David Wright  
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007198 FRAME: 0717**

ACCEPTED AND AGREED  
as of the date first above written:

BAIN CAPITAL CREDIT, LP  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Andrew S. Viens  
Title: Managing Director & Global Head of Operations

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

1. NITRO (4461176; January 7, 2014)
2. NITRO-MAX (4878699; December 29, 2015)

TRADEMARK APPLICATIONS

1. AMERICAN BURR COMPANY (90080062; July 29, 2020)
2. DRILLCO (90356763; December 3, 2020)