TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Downhole, LLC		04/29/2021	Limited Liability Company: DELAWARE
Apergy ESP Systems, LLC		04/29/2021	Limited Liability Company: OKLAHOMA
Norris Rods, Inc.		04/29/2021	Corporation: DELAWARE
Quartzdyne, Inc.		04/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	CIB DMO WLO
Internal Address:	Mail Code: NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6217947	ACE DOWNHOLE
Registration Number:	6316945	ACE OPTIX
Registration Number:	6316943	ACE RELIANCE
Registration Number:	6278776	SHUTOUT
Registration Number:	6030444	PRO-ROD
Registration Number:	6143361	BEACON

CH $165.00 6217947

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
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/30/2021

Total Attachments: 5
source=4-30-2021 Ace Downhole-TM#page1.tif
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Execution Version

TRADEMARK SECURITY AGREEMENT dated as of April 29, 2021 (this "Agreement"), among ACE DOWNHOLE, LLC, APERGY ESP SYSTEMS, LLC, NORRIS RODS, INC. and QUARTZDYNE, INC. (the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ChampionX Corporation (f/k/a Apergy Corporation), as the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Guarantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks 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, each Grantor, pursuant to the Collateral Agreement, did and 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 such 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. Each 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.

ACE DOWNHOLE, LLC,
as Grantor

By: _____
Name: Paul Mahoney
Title: President

APERGY ESP SYSTEMS, LLC,
as Grantor

By: _____
Name: Paul Mahoney
Title: President

NORRIS RODS, INC.,
as Grantor

By: _____
Name: Paul Mahoney
Title: President

QUARTZDYNE, INC.,
as Grantor

By: _____
Name: Syed Raza
Title: President

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Tom K. Martin
Name: Tom K. Martin
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Ace Downhole, LLC	ACE DOWNHOLE	88637650 10/01/2019	6217947 12/08/2020
2.	Ace Downhole, LLC	ACE OPTIX	88798858 02/14/2020	6316945 4/6/2021
3.	Ace Downhole, LLC	ACE RELIANCE	88798822 02/14/2020	6316943 04/06/2021
4.	Apergy ESP Systems, LLC	SHUTOUT	88700890 11/21/2019	6278776 02/23/2021
5.	Norris Rods, Inc.	PRO-ROD	88297757 02/12/2019	6030444 04/07/2020
6.	Quartzdyne, Inc.	BEACON	88573720 08/09/2019	6143361 09/01/2020