#### 900646870 09/30/2021

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM678145

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900645794

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ranger Energy Services, LLC		09/27/2021	Limited Liability Company: DELAWARE
Academy Oilfield Rentals, LLC		09/27/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Eclipse Business Capital LLC	
Street Address:	123 N Wacker Drive	
Internal Address:	Suite 2400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark	
Registration Number:	5286727	RANGER ENERGY SERVICES	
Registration Number:	5032812	ACADEMY OILFIELD RENTALS	

#### CORRESPONDENCE DATA

**Fax Number:** 6172484000

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:** 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013013-0009
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	09/30/2021

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#### **Total Attachments: 5**

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### NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

September 27, 2021

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of September 27, 2021 (this "<u>Trademark Security Agreement</u>"), made by Ranger Energy Services, LLC, a Delaware limited liability company and Academy Oilfield Rentals, LLC, a Delaware limited liability company (collectively, the "<u>Grantor</u>"), in favor of Eclipse Business Capital LLC, in its capacity as agent for certain lenders (the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed <u>Schedule 1</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated September 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.
- 2. <u>Grant of Security Interest</u>. The Grantor does hereby pledge unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
- 3. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.
- 4. <u>Recordation</u>. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Collateral.

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- 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.
- 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS GRANT OF SECURITY INTEREST IN TRADEMARKS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature pages follow]

TRADEMARK REEL: 007436 FRAME: 0012 IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

#### GRANTOR:

RANGER ENERGY SERVICES, LLC

Name: Brandon Blossman
Title: Chief Financial Officer

ACADEMY OILFIELD RENTALS, LLC

Name: Brandon Blossman

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

GRANTEE:

ECLIPSE BUSINESS CAPITAL LLC

Title: Authorized Signatory

# SCHEDULE 1

Loan Party	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Ranger Energy Services, LLC	R+ RANGER LIVE (word mark)	88/762,166	N/A	January 16, 2020	N/A
Ranger Energy Services, LLC	R+ (word mark)	88/762,162	N/A	January 16, 2020	N/A
Ranger Energy Services, LLC	RANGER ENERGY SERVICES (word mark)	86/618452	5286727	May 4, 2015	September 12, 2017
Academy Oilfield Rentals, LLC	ACADEMY OILFIELD RENTALS (word mark)	86/637239	5032812	May 21, 2015	August 30, 2016

**RECORDED: 09/27/2021** 

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