

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/30/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lightship Capital II LLC		
Street Address:	450 Lexington Avenue, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4293076	P PICKETT SYSTEMS	
Registration Number:	4195914	STRIKE	
Registration Number:	4195915	STRIKE	
Registration Number:	3434733	STRIKE CONSTRUCTION	
Registration Number:	4135488	STRIKE CONSTRUCTION, LLC	
Registration Number:	3949500	FIELD TICKET MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/30/2021		

OP \$165.00 4293076

Total Attachments: 7

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ABL LOAN SECURITY AGREEMENT
ASSIGNMENT AGREEMENT

THIS **ABL LOAN SECURITY AGREEMENT ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of this 30th day of September, 2021, by BANK OF AMERICA, N.A., a national banking association having an address of 101 N TRYON ST. MAC LEGAL NC1-001-05-45, CHARLOTTE, NORTH CAROLINA 28255-0001, (“BANA”) as the prior administrative agent under the ALSA (as defined below) and TSA (as defined below) (in such capacity, “Assignor”), in favor of LIGHTSHIP CAPITAL II LLC, a Delaware limited liability company having an address of 450 Lexington Avenue, 40th Floor, New York, New York 10017, as the successor administrative agent (in such capacity, “Assignee”).

WHEREAS, STRIKE, LLC, a Texas limited liability company (“Strike”), DELTA DIRECTIONAL DRILLING, LLC, a Texas limited liability company (“Delta”), STRIKE GLOBAL HOLDINGS, LLC, a Texas limited liability company (together with Delta and Strike, the “Borrowers”), the Lenders from time to time party thereto and BANA, as Administrative Agent have entered into that certain ABL Loan and Security Agreement dated as of November 30, 2016 (as amended on March 23, 2018, November 18, 2018, January 22, 2019 and February 12, 2021 and as otherwise amended, amended and restated, supplemented, waived or otherwise modified from time to time prior to the effectiveness of this Agreement, the “ALSA”), pursuant to which the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ALSA;

WHEREAS, pursuant to the ALSA, Strike, and Assignor entered into that certain ABL LOAN TRADEMARK SECURITY AGREEMENT dated as of November 30, 2016 (“TSA”), pursuant to which Strike granted and Assignor received a security interest in all of Strike’s 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, which TSA was recorded at the United States Patent and Trademark Office (“USPTO”) on December 2, 2016 at Reel 005934 Frame 0924;

WHEREAS, effective as of September 30, 2021, Assignor resigned as administrative agent under the ALSA, and the other Loan Documents;

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of September 30, 2021, among Assignor, Assignee, the Borrowers, and the other Obligors party thereto (“Transfer Agreement”), Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of the Assignor as administrative agent under the ALSA and the other Loan Documents (including, without limitation, under the TSA); and

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 ALSA and TSA, including, without limitation, Assignor's security interest in, and lien on, the IP Collateral.

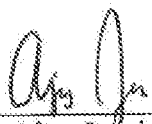
NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the ALSA.
2. Assignor does hereby pursuant to the terms of the Transfer Agreement transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the ALSA and the TSA, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee does hereby accept, assume and succeed to all of such right, title, interest, security interests and liens.
3. Strike 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 are more fully set forth in the ALSA, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
4. Following the execution of this Agreement, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Agreement in the USPTO with respect to the IP Collateral.
5. This Agreement has been entered into pursuant to and in conjunction with the Transfer Agreement, which is hereby incorporated by reference herein. The provisions of the Transfer Agreement shall supersede and control over any conflicting or inconsistent provision herein.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
7. 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 caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

BANK OF AMERICA, N.A., as
Assignor

By: 
Name: Ajay Jaggi

Title: Vice President


ACCEPTED AND AGREED AS OF THE
DATE FIRST WRITTEN ABOVE:

LIGHTSHIP CAPITAL II LLC, as Assignee

By:

Name:

Title:


VADIS PEDESIC

W+K

ACKNOWLEDGED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:




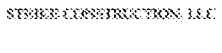
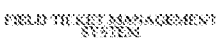
STRIKE, LLC

By: Sean M. Gore

Name: Sean Gore

Title: Chief Financial Officer

Schedule I

<u>Owner</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Filing Date & Number</u>	<u>Registration Date & Number</u>
Strike, LLC	P PICKETT SYSTEMS and Design 	Registered February 19, 2013	September 20, 2011 SN: 85-427162	February 19, 2013 RN: 4,293,076
Strike, LLC	STRIKE 	Registered August 21, 2012	September 20, 2011 SN: 85-427037	August 21, 2012 RN: 4,195,914
Strike, LLC	STRIKE and Design 	Registered August 21, 2012	September 20, 2011 SN: 85-427071	August 21, 2012 RN: 4,195,915
Strike, LLC	STRIKE CONSTRUCTION and Design	Registered May 27, 2008	August 23, 2007 SN: 77-263058	May 27, 2008 RN: 3,434,733
Strike, LLC	STRIKE CONSTRUCTION, LLC 	Registered May 1, 2012	September 12, 2011 SN: 85-420489	May 1, 2012 RN: 4,135,488
Strike, LLC	FIELD TICKET MANAGEMENT SYSTEM 	Registered Supplemental Register April 19, 2011	April 29, 2010 SN: 85-026758	April 19, 2011 RN: 3,949,500

NY 78731917

NY 78766957v2

RECORDED: 09/30/2021

**TRADEMARK
REEL: 007438 FRAME: 0619**