

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678230

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: 9			
Property Type	Number	Word Mark	
Registration Number:	5744593	DELTA DIRECTIONAL	
Registration Number:	5744589	DELTA DIRECTIONAL	
Registration Number:	5722174	BOLT	
Registration Number:	5720657	CAPSTONE	
Registration Number:	5697387	BOLT	
Registration Number:	5697273	CAPSTONE	
Registration Number:	5548745		
Registration Number:	5685577	CS CROSSFIRE	
Registration Number:	5685567	CROSSFIRE	
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		

OP \$240.00 5744593

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/30/2021
Total Attachments: 7 source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page1.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page2.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page3.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page4.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page5.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page6.tif source=11. Strike - ABL Loan Security Agreement Assignment Agreement (2020 Recordation) [Execution Version]#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 30, 2021

- Assignment
- Security Agreement
- Other Assignment of ABL Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lightship Capital II LLC

Street Address: 450 Lexington Avenue, 40th Floor

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 30, 2021
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

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, Delta, CROSSFIRE, LLC, a Colorado limited liability company (together with Strike and Delta the “Grantors”) and Assignor entered into that certain ABL LOAN TRADEMARK SECURITY AGREEMENT dated as of April 9, 2020 (“TSA”), pursuant to which Grantors granted and Assignor received a security interest in all of Grantors’ 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 April 9, 2020 at Reel 006911 Frame 0884;

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.

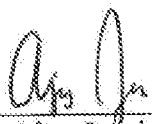
NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

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. Each Grantor 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 of such Grantor 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:

[Signature]
WAS DEESIC
VP *[Signature]*

ACKNOWLEDGED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:

STRIKE, LLC

By: Sean M. Gore

Name: Sean Gore

Title: Chief Financial Officer

DELTA DIRECTIONAL DRILLING, LLC

By: Sean M. Gore

Name: Sean Gore

Title: Authorized Signatory

CROSSFIRE, LLC

By: Sean M. Gore

Name: Sean Gore

Title: Authorized Signatory

Schedule I

Owner	Trademark	Status/ Status Date	File Date & Number	Registration Date & Number
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105101 09/05/2018	5744593 05/07/2019
Delta Directional Drilling, LLC	DELTA DIRECTIONAL	Registered	88105048 09/05/2018	5744589 05/07/2019
Strike, LLC DBA Bolt Instrumentationand Electrical	BOLT	Registered	88107737 09/06/2018	5722174 04/09/2019
Strike, LLC	CAPSTONE	Registered	88064771 08/03/2018	5720657 04/09/2019
Strike, LLC DBA Bolt Instrumentationand Electrical	BOLT	Registered	88107704 09/06/2018	5697387 03/12/2019
Strike, LLC	CAPSTONE	Registered	88064723 08/03/2018	5697273 03/12/2019
Strike, LLC	DESIGN ONLY	Registered	87581406 08/23/2017	5548745 08/28/2018
Crossfire, LLC	CS CROSSFIRE	Registered	88030420 07/09/2018	5685577 02/26/2019
Crossfire, LLC	CROSSFIRE	Registered	88030287 07/09/2018	5685567 02/26/2019

NY 78731917

NY 78766914v2

RECORDED: 09/30/2021

**TRADEMARK
REEL: 007438 FRAME: 0644**