

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693978

<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>
US Rod Manufacturing, LLC		12/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6035415	US ROD YOUR DOMESTIC SOURCE	
<b>Registration Number:</b>	6035416	US ROD	
<b>Registration Number:</b>	6035417	YOUR DOMESTIC SOURCE	
<b>Registration Number:</b>	5923135	US ROD	
<b>Registration Number:</b>	6428873	XTREME-LT	
<b>Registration Number:</b>	6054910	BULLET EX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-20062)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-20062		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		

OP \$165.00 6035415

<b>DATE SIGNED:</b>	12/10/2021
---------------------	------------

**Total Attachments: 5**

source=Trademark Security Agreement (PNC-Lufkin) - Executed#page1.tif

source=Trademark Security Agreement (PNC-Lufkin) - Executed#page2.tif

source=Trademark Security Agreement (PNC-Lufkin) - Executed#page3.tif

source=Trademark Security Agreement (PNC-Lufkin) - Executed#page4.tif

source=Trademark Security Agreement (PNC-Lufkin) - Executed#page5.tif

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of December 9, 2021 (this “Agreement”), made by US ROD MANUFACTURING, LLC, a Delaware limited liability company (the “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of July 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among RAVDOS INTERMEDIATE INC., a Delaware corporation, RAVDOS HOLDINGS INC., a Delaware corporation, LUFKIN US ACQUISITION COMPANY LLC, a Delaware limited liability company, RAVDOS US ACQUISITION COMPANY LLC, a Delaware limited liability company, LUFKIN LIFT SOLUTIONS LLC (f/k/a SCHLUMBERGER LIFT SOLUTIONS LLC), a Delaware limited liability company, DONNAN PUMP AND SUPPLY CO., INC., a Texas corporation, LUFKIN ROD LIFT INC. (f/k/a SCHLUMBERGER ROD LIFT INC.), a Delaware corporation, each Subsidiary Party party thereto, including the Pledgor, and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor, pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in, which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

(a) all United States trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (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, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and accepted, to the extent that, and solely during the period for which, any assignment of or grant of security interest in or to an “intent-to-use” application prior to such filing and acceptance would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. **Recordation.** The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement against the Trademark Collateral.

SECTION 5. **Counterparts.** This Agreement may be executed in one 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 Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.


SECTION 6. **Termination.** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

US ROD MANUFACTURING, LLC

By: 

Name: Saeid Rahimian

Title: President

*[Signature Page to Notice of Grant of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 007525 FRAME: 0880**

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: *Renae Sinclair*  
Name: Renae Sinclair  
Title: Vice President, Relationship Manager

*[Signature Page to Notice of Grant of Security Interest in Trademarks]*