

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706800

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Release Agreement		
RESUBMIT DOCUMENT ID:	900666628		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		12/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MERRICK SYSTEMS, INC.		
Street Address:	1670 Broadway		
Internal Address:	Suite 2800		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2690467	PROCOUNT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Kaitlin Bond		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	K.BOND - 66665.0009		
NAME OF SUBMITTER:	Kaitlin Bond		
SIGNATURE:	/Kaitlin Bond/		
DATE SIGNED:	02/07/2022		
Total Attachments: 4			
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SECOND LIEN TRADEMARK SECURITY RELEASE AGREEMENT

This SECOND LIEN TRADEMARK SECURITY RELEASE AGREEMENT is dated as of December 30, 2021 (the “*Second Lien Trademark Security Release*”) and executed and delivered by Jefferies Finance LLC, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as that term is defined in the Credit Agreement dated as of November 1, 2013 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the “*Credit Agreement*”) by and among P2 Upstream Acquisition Co., P2 Energy Solutions Alberta ULC, P2 Upstream Holdings Inc., the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and the several agents party thereto). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Second Lien Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement dated as of December 1, 2014 and recorded with the United States Patent and Trademark Office on December 2, 2014 at the reel/frame number 5410/0703 (the “*Second Lien Trademark Security Agreement*”), Merrick Systems, Inc., a Delaware corporation (the “*Pledgor*”) granted to the Collateral Agent a security interest in and to all of the Pledgor’s right, title and interest in and to the Trademark Collateral (as defined in the Second Lien Trademark Security Agreement), including, without limitation (i) the United States registered Trademark listed on Schedule A attached hereto, (ii) all Goodwill associated with such Trademark and (iii) all Proceeds of any and all of the foregoing (the foregoing, the “*Trademark Collateral*”).

WHEREAS, in accordance with that certain Letter re: Pay-Off Letter – P2 Upstream Acquisition Co. and P2 Energy Solutions Alberta ULC – Second Lien Credit Agreement (the “*Second Lien Pay-Off Letter*”) dated January 31, 2020 and given by the Collateral Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Second Lien Pay-Off Letter; and

WHEREAS, the Collateral Agent therefore desires, including to comply with Section 4 of the Second Lien Trademark Security Agreement, to release its security interest in and to each of the Pledgor’s right, title and interest in and to the Trademark Collateral granted pursuant to the Second Lien Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby acknowledges as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Pledgor, without recourse, representation or warranty of any kind, all of the Collateral Agent’s right, title and interest in and to the Trademark Collateral granted to Collateral Agent pursuant to the Second Lien Trademark Security Agreement.

SECTION 2. Execution in Counterparts. This Second Lien Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Release.

SECTION 3. Governing Law. This Second Lien Trademark Security Release shall be governed by, and construed in accordance with and governed by the laws (including statutes of limitation)

of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered, by its duly authorized officer, this Second Lien Trademark Security Release Agreement as of the date first above written.

JEFFERIES FINANCE LLC

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Second Lien Trademark Security Release Agreement]

TRADEMARK
REEL: 007553 FRAME: 0567

Schedule A

OWNER	REGISTRATION NUMBER	TITLE
Merrick Systems, Inc.	2,690,467	PROCOUNT

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RECORDED: 12/30/2021

**TRADEMARK
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