

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProEnergy Services, LLC		03/23/2022	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90420239	WATTBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-13074)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-13074		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/23/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 23rd day of March, 2022 among ProEnergy Services, LLC, a Missouri limited liability company (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”) as Agent (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Revolving Credit, Term Loan and Security Agreement, dated as of December 6, 2013, among (1) PROENERGY HOLDINGS, INC., a Missouri corporation, (2) CANON ENTERPRISE, LLC, a Missouri limited liability company, (3) ENERGY PARTS SOLUTIONS LLC, a Missouri limited liability company, (4) POWERPROS LLC, a Missouri limited liability company, (5) PROENERGY & AFFILIATES INC., a Missouri corporation, (6) PROENERGY ACQUISITION COMPANY, INC., a Delaware corporation, (7) PROENERGY CONTRACTING SERVICES, LLC, a Missouri limited liability company, (8) PROENERGY CRAFTS, INC., a Missouri corporation, (9) PROENERGY EPC SERVICES, LLC, a Missouri limited liability company, (10) PROENERGY LAND, LLC, a Missouri limited liability company, (11) PROENERGY PACKAGING SOLUTIONS, LLC, a Missouri limited liability company, (12) PROENERGY SERVICES GLOBAL, LLC, a Delaware limited liability company, (13) PROENERGY SERVICES, LLC, a Missouri limited liability company, (14) PROENERGY TURBINE SERVICES, LLC, a Missouri limited liability company, (15) PROSTEEL MANUFACTURING, INC., a Missouri corporation, (16) THE SIBYL COMPANY, INC., a Delaware corporation (the foregoing Persons identified in (a) through and including (p), together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers” and each a “Borrower”), the financial institutions party thereto as lenders (the “Domestic Lenders”) and PNC, as agent for the benefit of Domestic Lenders (in such capacity, the “Domestic Agent”) and as a Domestic Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Domestic Credit Agreement”) and (ii) that certain Export-Import Revolving Credit and Security Agreement, dated as of even date herewith, by and among Borrowers, the financial institutions party thereto as lenders (the “Ex-Im Lenders”) and together with the Domestic Lenders, collectively the “Lenders”) and PNC, as agent for the benefit of Ex-Im Lenders (in such capacity, the “Ex-Im Agent”) and together with the Domestic Agent, collectively the “Agent”) and as an Ex-Im Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Ex-Im Credit Agreement”) and together with the Domestic Credit Agreement, collectively the “Credit Agreements”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions of the Credit Agreements;

WHEREAS, pursuant to the Credit Agreements, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENTS. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreements) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

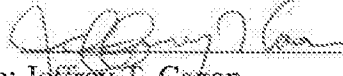
8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PROENERGY SERVICES, LLC,
a Missouri limited liability company

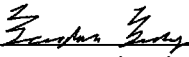
By: 
Name: Jeffrey T. Canon
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007669 FRAME: 0482

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent and Lender

By: 
Name: Benjamin Berkey
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Registrant	Trademark	Country	Appl. Number	Appl. Date
ProEnergy Services, LLC	WattBridge	U.S.	90420239	12/28/2020