

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718863

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900675838
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRIKE OPERATING COMPANY LLC		02/14/2022	Limited Liability Company: DELAWARE
DELTA DIRECTIONAL DRILLING LLC		02/14/2022	Limited Liability Company: DELAWARE
CROSSFIRE SERVICES LLC		02/14/2022	Limited Liability Company: DELAWARE

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: 15

Property Type	Number	Word Mark
Registration Number:	5548745	
Registration Number:	5697273	CAPSTONE
Registration Number:	5720657	CAPSTONE
Registration Number:	5697387	BOLT
Registration Number:	5722174	BOLT
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
Registration Number:	5744589	DELTA DIRECTIONAL
Registration Number:	5744593	DELTA DIRECTIONAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5685567	CROSSFIRE
Registration Number:	5685577	CS CROSSFIRE

CORRESPONDENCE DATA

Fax Number: 2128066006

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.

Phone: 12128065400

Email: tm@stroock.com, jmann@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	004970.0004
NAME OF SUBMITTER:	Jeffrey Mann
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	04/04/2022

Total Attachments: 8

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TERM LOAN TRADEMARK SECURITY AGREEMENT

This **TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of February 14, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and LIGHTSHIP CAPITAL II LLC, as administrative and collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Strike Construction LLC, a Delaware limited liability company and Strike Intermediate Holdings LLC, a Delaware limited liability company, have entered into that certain Term Loan Credit Agreement, dated as of February 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Term Loan Security Agreement, dated as of February 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) [reserved];

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) [reserved];

(iv) [reserved];

(v) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

(d) **EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN**

SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

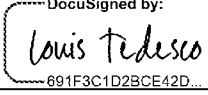
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

STRIKE OPERATING COMPANY LLC, a
Delaware limited liability company
DELTA DIRECTIONAL DRILLING LLC, a
Delaware limited liability company
CROSSFIRE SERVICES LLC, a Delaware limited
liability company


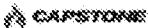


By: 
Name: Louis Tedesco
Title: Chief Financial Officer and Treasurer

LIGHTSHIP CAPITAL II LLC
as Collateral Agent

By:  DocuSigned by:
Louis Tedesco
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Name: Louis Tedesco
Title: Vice President & Secretary

Schedule A

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
STRIKE OPERATING COMPANY LLC	Lightning Bolt Logo 	87/581,406	Aug. 23, 2017	5,548,745	Aug. 28, 2018
STRIKE OPERATING COMPANY LLC	“Capstone”	88/064,723	Aug. 3, 2018	5,697,273	Mar. 12, 2019
STRIKE OPERATING COMPANY LLC	Capstone flame Logo with “Capstone” 	88/064,771	Aug. 3, 2018	5,720,657	Apr. 9, 2019
STRIKE OPERATING COMPANY LLC	“Bolt”	88/107,704	Sep. 6, 2018	5,697,387	Mar. 12, 2019
STRIKE OPERATING COMPANY LLC	Bolt Logo with “Bolt” 	88/107,737	Sep. 6, 2018	5,722,174	Apr. 9, 2019
STRIKE OPERATING COMPANY LLC	P PICKETT SYSTEMS and Design 	85/427,162	Sep. 20, 2011	4,293,076	Feb. 19, 2013
STRIKE OPERATING COMPANY LLC	STRIKE STRIKE	85/427,037	Sep. 20, 2011	4,195,914	Aug. 21, 2012
STRIKE OPERATING COMPANY LLC	STRIKE and Design 	85/427,071	Sep. 20, 2011	4,195,915	Aug. 21, 2012

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
STRIKE OPERATING COMPANY LLC	STRIKE CONSTRUCTION and Design	77/263,058	Aug. 23, 2007	3,434,733	May 27, 2008
STRIKE OPERATING COMPANY LLC	STRIKE CONSTRUCTION, LLC <small>STRIKE CONSTRUCTION, LLC</small>	85/420,489	Sep. 12, 2011	4,135,488	May 1, 2012
STRIKE OPERATING COMPANY LLC	FIELD TICKET MANAGEMENT SYSTEM	85/026,758	Apr. 29, 2010	3,949,500	Apr. 19, 2011
DELTA DIRECTIONAL DRILLING, LLC	"Delta Directional"	88/105,048	Sep. 5, 2018	5,744,589	May 7, 2019
DELTA DIRECTIONAL DRILLING, LLC	Delta Directional Logo with "Delta Directional" <small>DELTA DIRECTIONAL</small>	88/105,101	Sep. 5, 2018	5,744,593	May 7, 2019
CROSSFIRE SERVICES LLC	"Crossfire"	88/030,287	Jul. 9, 2018	5,685,567	Feb. 26, 2019
CROSSFIRE SERVICES LLC	Crossfire "CS" Logo with "Crossfire" <small>CROSSFIRE</small>	88/030,420	Jul. 9, 2018	5,685,577	Feb. 26, 2019