

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 7534/0368		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, as Agent		07/01/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LATSHAW DRILLING COMPANY, LLC		
Street Address:	4500 S. 129th E. Avenue, Suite 150		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74134		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5553167	LATSHAW DRILLING	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	070536-30120		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	07/01/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Termination and Release”), dated as of July 1, 2022, is made by PNC BANK, NATIONAL ASSOCIATION (the “Agent”) in favor of LATSHAW DRILLING COMPANY, LLC (the “Grantor”). Terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreements (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Suntrust Credit Agreement”), the Grantor executed the Trademark Security Agreement, dated as of August 31, 2018 (the “Suntrust Trademark Security Agreement”), by and between the Grantor and SUNTRUST BANK (“SunTrust”), which was recorded in the United States Patent and Trademark Office on September 13, 2018 at Trademark Reel 006436, Frame 0820, pursuant to which the Grantor granted a security interest to SunTrust, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A and made a part hereof;

WHEREAS, pursuant to that Agency Assignment Agreement dated as of May 28, 2021, by and among Truist Bank (successor by merger to SunTrust), as resigning agent, and Agent, as successor agent, the Grantor executed that certain Assignment of Trademark Agreement, dated as of August 2, 2021 (the “Assignment Agreement”) which assigned the Suntrust Trademark Security Agreement and all rights title and interest in the Trademark Collateral to Agent for the benefit of the Secured Parties and such Assignment Agreement was recorded in the United States Patent and Trademark Office on August 5, 2021 at Trademark Reel 007379, Frame 0622;

WHEREAS, pursuant to that certain Second Amended and Restated Term Loan Agreement, dated as of December 17, 2021, which amended and restated the Suntrust Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “PNC Credit Agreement”, and together with the Suntrust Credit Agreement, the “Credit Agreements”), the Grantor executed the Amended and Restated Trademark Security Agreement, dated as of December 17, 2021 (the Amended and Restated Trademark Security Agreement, together with the Suntrust Trademark Security Agreement, collectively, the “Trademark Security Agreement”), by and between the Grantor and the Agent, which amended and which was recorded in the United States Patent and Trademark Office on December 17, 2021 at Trademark Reel 007534, Frame 0368, which amended and restated the Trademark Security Agreement as assigned by the Assignment Agreement;

WHEREAS, the Grantor has satisfied in full its Obligations under the PNC Credit Agreement and the Intellectual Property Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Intellectual Property Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A, and to reassign any and all rights, title, and interest in the same to the Grantor, in each case, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Intellectual Property Security Agreement and irrevocably discharges, terminates and releases its lien on and security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

4. The Agent authorizes the Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantor's sole expense.

5. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

6. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 

Name: Brad Miller

Title: Vice President

SCHEDULE A

Trademarks

Trademark/Service Mark	Application No.	Application Date	Registration No.	Issue Date
Latshaw Drilling	87531169	07/17/2017	5553167	09/04/2018