

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRILLING TOOLS INTERNATIONAL, INC.		09/13/2022	Corporation: LOUISIANA
DATA AUTOMATION TECHNOLOGY LLC		09/13/2022	Limited Liability Company: TEXAS
DOWNHOLE INSPECTION SOLUTIONS LLC	FORMERLY DH INSPECTION SOLUTIONS, LLC	09/13/2022	Limited Liability Company: TEXAS
SLICK TOOLS INTERNATIONAL LLC	FORMERLY STINGER OIL TOOLS, LLC	09/13/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	97443996	ROTOSTEER
Registration Number:	6324525	DRILLING TOOLS INTERNATIONAL
Registration Number:	6324526	DRILLING TOOLS INTERNATIONAL
Registration Number:	6278693	WELL-ID
Registration Number:	6126615	DOWNHOLE INSPECTION SOLUTIONS
Registration Number:	6126616	DOWNHOLE INSPECTION SOLUTIONS A DRILLING
Registration Number:	6172769	DIS

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 6175232700

Email:

Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Kate.Ferrara@hklaw.com,A

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Andrew Jaworski

SIGNATURE: /Andrew J. Jaworski/

DATE SIGNED: 09/20/2022

Total Attachments: 10

source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page1.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page2.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page3.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page4.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page5.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page6.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page7.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page8.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page9.tif
source=DTI IP Security Agreement (Tenth Amendment)_178463433_1#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 13, 2022, is made by DRILLING TOOLS INTERNATIONAL, INC., a Louisiana corporation (“DTI”), DATA AUTOMATION TECHNOLOGY LLC, a Texas limited liability company (“Data”), DOWNHOLE INSPECTION SOLUTIONS LLC (f/k/a DH INSPECTION SOLUTIONS, LLC), a Texas limited liability company (“DH Inspection”), and SLICK TOOLS INTERNATIONAL LLC (F/K/A STINGER OIL TOOLS, LLC), a Texas limited liability company (“Stinger”, and together with DTI, Data, and DH Inspection, the “Grantors” and each, a “Grantor”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and permitted assigns in such capacity, “Agent”).

WHEREAS, Grantors, REAMCO, INC., a Louisiana corporation (“Reamco”), DRILLING TOOLS INTERNATIONAL CORP., a Canadian federal corporation (“DTI Canada”), PREMIUM TOOLS LLC, a Delaware limited liability company (“Premium”; together with the Grantors, Reamco, DTI Canada, Premium, and each other Person from time to time party thereto as borrower, collectively, the “Borrowers”) and DRILLING TOOLS INTERNATIONAL HOLDINGS, INC., a Delaware corporation, have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of December 29, 2015, with Agent and the financial institutions which are now or which hereafter become a party to the Credit Agreement as a lender (each a “Lender” and collectively, the “Lenders”) (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of Grantors, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar

office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present, and future infringements thereof, and (vi) all products and proceeds of the foregoing.

(b) “Copyright License” means any and all rights to use any Copyright or Copyright registration now owned or hereafter acquired by any Grantor under any written or oral agreement granting any such right, in each case to the extent assignable by such Grantor.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, of any class or type, including utility patents, utility models, design patents, invention certificates, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto and (iv) all products and proceeds of the foregoing.

(d) “Patent License” shall mean any written agreement now owned or hereafter acquired by any Grantor granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, graphics, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof, (iii) the goodwill associated with or symbolized by any of the foregoing, and (iv) all products and proceeds of the foregoing.

(f) “Trademark License” shall mean any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, 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 Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(vi) any and all products and 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 Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Property.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes Agent or its designee to record this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 5. **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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement.

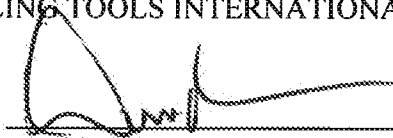
SECTION 7. **GOVERNING LAW.** THIS IP SECURITY AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AS AMENDED).

[Remainder of page intentionally left blank]


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

GRANTORS

DRILLING TOOLS INTERNATIONAL, INC.

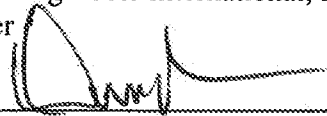
By: 
Name: David Johnson
Title: Chief Financial Officer

DATA AUTOMATION TECHNOLOGY LLC

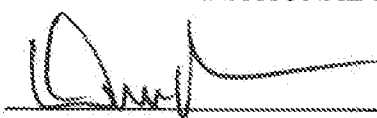
By: 
Name: David Johnson
Title: Chief Financial Officer

DOWNHOLE INSPECTION SOLUTIONS LLC

By: Drilling Tools International, Inc., as its sole member

By: 
Name: David Johnson
Title: Chief Financial Officer

SLICK TOOLS INTERNATIONAL LLC

By: 
Name: David Johnson
Title: Treasurer

ACCEPTED AND

ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:

Name: Ron Zeiber

Title: Senior Vice President

A handwritten signature in black ink, appearing to read 'Ron Zeiber', is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE A



PATENTS

Loan Party	Application No.	Patent Number	Issue Date	Title	Status
Slick Tools International LLC (f/k/a Stinger Oil Tools, LLC)	16/688,180	11015401	05/25/2021	Downhole Friction Reduction Tools	Issued

PATENT LICENSES

None.

SCHEDULE B
TRADEMARKS

Loan Party	Mark	Country	Status	Filing Date	Serial No.	Application/ Registration #	Application/ Registration Date
Drilling Tools International, Inc.	ROSTOSTEER	US	IB/Live	June 6, 2022	97/443,996	N/A	September 1, 2015
Drilling Tools International, Inc.	DRILLING TOOLS INTERNATIONAL	US	IA-Live	September 27, 2019	88/634,427	6,324,525	April 13, 2021
Drilling Tools International, Inc.		US	IA-Live	September 27, 2019	88/634,443	6,324,526	April 13, 2021
Data Automation Technology LLC	WELL-ID	US	IA-Live	September 13, 2019	88/615,502	6,278,693	February 23, 2021
Downhole Inspection Solutions LLC	DOWNHOLE INSPECTION SOLUTIONS	US	IA-Live	September 12, 2019	88/615,057	6,126,615	August 11, 2020
Downhole Inspection Solutions LLC		US	IA-Live	September 12, 2019	88/615,068	6,126,616	August 11, 2020
Downhole Inspection Solutions LLC	DIS	US	IA-Live	September 12, 2019	88/615,074	6,172,769	October 13, 2020

TRADEMARK LICENSES

None.

SCHEDULE C

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.