

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790657

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900729547

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knight Partners Group, LLC		11/02/2022	Limited Liability Company: DELAWARE
Knight Energy Services LLC		11/02/2022	Limited Liability Company: DELAWARE
IronGate Rental Services, LLC		11/02/2022	Limited Liability Company: TEXAS
HMC Leasing, LLC		11/02/2022	Limited Liability Company: DELAWARE
Knight Oil Tools, LLC		11/02/2022	Limited Liability Company: DELAWARE
Knight Information Systems, L.L.C.		11/02/2022	Limited Liability Company: DELAWARE
Rayne Properties, L.L.C.		11/02/2022	Limited Liability Company: DELAWARE
IronGate Tubular Services, LLC		11/02/2022	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Siena Lending Group LLC
<b>Street Address:</b>	9 W Broad Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	4647977	MEGATON
<b>Registration Number:</b>	3931452	MEGATON
<b>Registration Number:</b>	4369108	KNIGHT OIL TOOLS
<b>Registration Number:</b>	3548678	KIP
<b>Registration Number:</b>	6108877	

Property Type	Number	Word Mark
Registration Number:	2560265	LAST
Registration Number:	2852743	LANDING AND SLIPLESS TECHNOLOGY
Registration Number:	4728426	IRONGATE
Registration Number:	2727643	SLIPLESS
Registration Number:	1551879	BUSINESS MATES
Registration Number:	0124960	
Registration Number:	0124958	

#### CORRESPONDENCE DATA

**Fax Number:** 2158325619

*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:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (140690-01139 F.M.)

**Address Line 1:** Blank Rome LLP

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	140690-01139
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/01/2023

#### Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) dated as of November 2, 2022, by KNIGHT ENERGY SERVICES LLC, a Delaware limited liability company (“*Knight Energy*”), IRONGATE RENTAL SERVICES, LLC, a Texas limited liability company (“*IronGate Rental*”), IRONGATE TUBULAR SERVICES, LLC, a Texas limited liability company (“*IronGate Tubular*”), HMC LEASING, LLC, a Delaware limited liability company (“*HMC*”), KNIGHT OIL TOOLS, LLC, a Delaware limited liability company (“*Knight Oil*”), KNIGHT INFORMATION SYSTEMS, L.L.C., a Delaware limited liability company (“*Knight IS*”), RAYNE PROPERTIES, L.L.C., a Delaware limited liability company, and KNIGHT PARTNERS GROUP, LLC, a Delaware limited liability company (“*Parent*” and together with Knight Energy, IronGate Rental, IronGate Tubular, HMC, Knight Oil, Knight IS, Rayne and each other Person joined hereto as a grantor from time to time, collectively, the “*Grantors*” and each individually, a “*Grantor*”), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company, as agent for the Lenders under the Loan Agreement referred to below (in such capacity, together with its successors and assigns, “*Agent*”):

## W I T N E S S E T H

WHEREAS, each Grantor, certain affiliates of Grantors, and Agent are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”) providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Agent a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent a continuing security interest in such Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “*Trademarks*”, “*Patents*” and “*Copyrights*”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Agent, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Agent may, at Agent's option, be joined as a nominal party to the suit if Agent shall be satisfied that the joinder is necessary and that Agent is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREwith, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.


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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


**KNIGHT ENERGY SERVICES LLC**

By:   
Name: David Watson  
Its: Vice President


**IRONGATE RENTAL SERVICES, LLC**

By:   
Name: David Watson  
Its: Vice President


**IRONGATE TUBULAR SERVICES, LLC**

By:   
Name: David Watson  
Its: Vice President


**HMC LEASING, LLC**

By:   
Name: David Watson  
Its: Vice President

**KNIGHT OIL TOOLS, LLC**

By:   
Name: David Watson  
Its: Vice President


**KNIGHT INFORMATION SYSTEMS, L.L.C.**

By:   
Name: David Watson  
Its: Vice President

**RAYNE PROPERTIES, L.L.C.**

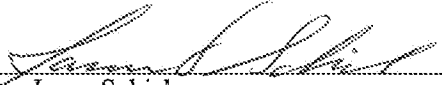
By:   
Name: David Watson  
Its: Vice President

**KNIGHT PARTNERS GROUP, L.L.C.**

By:   
Name: David Watson  
Its: President

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC, as Agent**

By:   
Name: Jason Schick  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Gill Elmore  
Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 007987 FRAME: 0704**

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC, as Agent**

By: \_\_\_\_\_  
Name: Jason Schick  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Gill Elmore  
Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement




**SCHEDULE 1**

(a) Patents and Patent Licenses

<b>Ref.</b>	<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Patent Number (App. Number)</b>	<b>Registration Date (App. Date)</b>
1.	Knight Information Systems, L.L.C.	US	Method of Inspecting Equipment	8,165,848	4/24/2012
2.	Knight Information Systems, L.L.C.	US	Lateral Well Locator and Reentry Apparatus and Method	8,069,920	12/6/2001
3.	Knight Information Systems, L.L.C.	US	Multi-Window Lateral Well Locator/Reentry Apparatus and Method	8,316,937	11/27/2012
4.	Knight Information Systems, L.L.C.	US	Lateral Liner Tie-Back System and Method	8,783,367	7/22/2014
5.	Knight Oil Tools, LLC	US	Modular Pipe Basket	7,922,011	4/12/2011
6.	Knight Information Systems, L.L.C.	US	Multi-Cycle Circulation Valve Apparatus and Method	9,863,214	1/9/2018
7.	Knight Information Systems, L.L.C.	US	Multi-Window Lateral Well Locator/Reentry Apparatus and Method	9,835,011	12/5/2017
8.	Knight Energy Services LLC	CA	Impact enhancing apparatus and method	2,510,619	2/5/2013
9.	Knight Energy Services LLC	US	Impact enhancing apparatus and method	7,451,834	11/18/2008
10.	Knight Energy Services LLC	CA	Connection Apparatus and Method	2,510,632	6/4/2013
11.	Knight Energy Services LLC	US	Connection Apparatus and Method	8,052,176	11/8/2011

(b) Trademarks and Trademark Licenses

<b>Ref.</b>	<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	Knight Oil Tools, LLC	US	MEGATON (Trademark)	4647977	12/2/2014
2.	Knight Energy Services LLC	US	MEGATON (Service mark)	3931452	3/15/2011

Ref.	Grantor	Country	Trademark	Registration Number	Registration Date
3.	Knight Oil Tools, LLC	US	KNIGHT OIL TOOLS & design	4369108	7/16/2013
4.	Knight Oil Tools, LLC	US	KIP	3548678	12/23/2008
5.	Knight Oil Tools, LLC	US	Knight Logo (Service mark / Logo)	6108877	7/21/2020
6.	IronGate Rental Services, LLC	US	LAST	2560265	4/9/2002
7.	IronGate Rental Services, LLC	US	Landing and Slipless Technology	2852743	6/15/2004
8.	IronGate Rental Services, LLC	US	Irongate	4728426	4/28/2015
9.	IronGate Rental Services, LLC	US	Slipless	2727643	6/17/2003
10.	Knight Oil Tools, LLC	AU	Knight oil tools International (Logo)	1551879	4/16/2013
11.	Knight Oil Tools, LLC	EM		012496089	9/18/2014
12.	Knight Oil Tools, LLC	EM	KNIGHT OIL TOOLS	012495875	9/18/2014

(c) Copyrights and Copyright Licenses

Ref.	Grantor	Copyright	Registration Number	Registration Date
1.	Knight Oil Tools, LLC	Knight Inspection Program	TX0006988978	3/17/2008

TRADEMARK

REEL: 007987 FRAME: 0707

RECORDED: 03/01/2023