

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monarch Resource Partners LLC		06/14/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Ave, Ste 1800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	bank: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97235858	MONARCH	
<b>Serial Number:</b>	97235860	E-SKID	
<b>Serial Number:</b>	97235861	ECOFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142207716		
<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>			
<b>Phone:</b>	2146617347		
<b>Email:</b>	sspainhour@velaw.com		
<b>Correspondent Name:</b>	Shannon Spainhour		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 3900		
<b>Address Line 2:</b>	c/o Vinson & Elkins		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Shannon Spainhour		
<b>SIGNATURE:</b>	/Shannon Spainhour/		
<b>DATE SIGNED:</b>	06/20/2023		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of June 14, 2023 is entered into by MONARCH RESOURCE PARTNERS LLC, a Texas limited liability company (“**Grantor**”), and TEXAS CAPITAL BANK, a Texas state bank, in its capacity as administrative agent (the “**Administrative Agent**”) for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among Grantor, the other “Grantors” party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor is required to deliver this Agreement to grant a security interest to the Administrative Agent, for the benefit of the Lenders and certain other secured parties, in all of Grantor’s Patents, Trademarks, all registrations and recordings thereof and applications (other than “intent to use” applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Patents and Trademarks listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. **Modification of Agreement.**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after

obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents and Trademarks currently owned by Grantor or any Patents and Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents and Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**MONARCH RESOURCE PARTNERS LLC, a**  
Texas limited liability company

By: 

Name: Carlos Rodriguez

Title: Chief Financial Officer

[SIGNATURE PAGE TO MONARCH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008104 FRAME: 0145**

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK**

By: 

Name: Andy Anderson

Title: Vice President

## PATENT AND TRADEMARK SECURITY AGREEMENT

**Patent Applications:**

<b>Name of Grantor</b>	<b>Title</b>	<b>Filed Date</b>	<b>Application Number</b>
Monarch Resource Partners LLC	MODULAR OPEN-AIR SKID WITH ELECTRICAL VARIABLE FREQUENCY DRIVE FOR NATURAL GAS COMPRESSION	12/16/2022	63/387,809

**Trademark Applications:**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Filed Date</b>	<b>Application Number</b>
Monarch Resource Partners LLC	MONARCH & Design	1/24/2022	97235858
Monarch Resource Partners LLC	E-SKID	1/24/2022	97235860
Monarch Resource Partners LLC	ECOFLEX	1/24/2022	97235861