

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lagoon Water Midstream Holdings, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2350 Lakeside Boulevard		
Internal Address:	Suite 800		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6284430		
Registration Number:	6284427	LAGOON WATER RECYCLING	
Registration Number:	6284429		
Registration Number:	6284426	LAGOON WATER MIDSTREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	07/31/2023		
Total Attachments: 5			

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NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

July 31, 2023

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of July 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Debtors (as defined therein) party thereto and TEXAS CAPITAL BANK, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties referenced therein, LAGOON WATER MIDSTREAM HOLDINGS, LLC, a Delaware limited liability company (the "Grantor"), has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the Secured Parties.

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of the registrations and applications for trademarks, trademark registrations, trademark licenses, trade names, trade styles, and similar intangibles owned by the Grantor included in the Collateral (the "Trademarks"), including, without limitation, those United States trademark registrations and applications referred to on Schedule 1 hereto, excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing included in the Collateral;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark included in the Collateral; and

(d) all income, royalties, proceeds and liabilities included in the Collateral at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

(e) The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications

included in the Collateral (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. The Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Authority. The Grantor hereby authorizes and requests the United States Patent and Trademark Office to record this Notice of Grant of Security Interest in Trademarks.

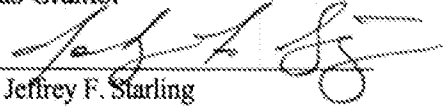
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

Very truly yours,

LAGOON WATER MIDSTREAM HOLDINGS,
LLC, as Grantor

By: 
Name: Jeffrey F. Starling
Title: Chief Legal and Administrative Officer and
Corporate Secretary

Acknowledged and Accepted:

TEXAS CAPITAL BANK, as Collateral Agent

By: _____
Name: _____
Title: _____

[Notice of Security Interest in Trademarks]

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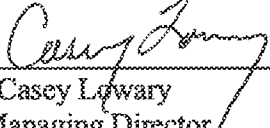
Very truly yours,

LAGOON WATER MIDSTREAM HOLDINGS,
LLC, as Grantor

By: _____
Name: Jeffrey F. Starling
Title: Chief Legal and Administrative Officer and
Corporate Secretary

Acknowledged and Accepted:



TEXAS CAPITAL BANK, as Collateral Agent

By:  _____
Name: Casey Lowary
Title: Managing Director

[Notice of Security Interest in Trademarks]

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Schedule 1

<u>Grantor</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Lagoon Water Midstream Holdings, LLC	88746467	1/3/2020	6284430	03/02/2021	Design Only 
Lagoon Water Midstream Holdings, LLC	88746418	1/3/2020	6284427	03/02/2021	LAGOON WATER RECYCLING LAGOON WATER RECYCLING
Lagoon Water Midstream Holdings, LLC	88746446	1/3/2020	6284429	03/02/2021	Design Only 
Lagoon Water Midstream Holdings, LLC	88746399	1/3/2020	6284426	03/02/2021	LAGOON WATER MIDSTREAM LAGOON WATER MIDSTREAM