

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENCHANTED ROCK, LLC		08/04/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	HSBC VENTURES USA INC.		
Street Address:	2929 Walden Ave.		
Internal Address:	c/o CRE Servicing, Attention: CMB Loan Service Team		
City:	Depew		
State/Country:	NEW YORK		
Postal Code:	14043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6895987	THE POWER IS ON	
Registration Number:	6769030		
Registration Number:	6768958	INTEGRATED RESILIENCY ON CALL	
Registration Number:	6175797	IROC	
Registration Number:	6175796	INTEGRATED RELIABILITY ON CALL	
Registration Number:	5860655	ENCHANTED ROCK TECHNOLOGY. ENERGY.	
Registration Number:	5838171	ENCHANTED ROCK	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23737566		
NAME OF SUBMITTER:	William R. Siegel		

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SIGNATURE:	/william r siegel/
DATE SIGNED:	08/06/2023
Total Attachments: 5 source=Enchanted Rock (HSBC) - Trademark Security Agreement (Executed)#page1.tif source=Enchanted Rock (HSBC) - Trademark Security Agreement (Executed)#page2.tif source=Enchanted Rock (HSBC) - Trademark Security Agreement (Executed)#page3.tif source=Enchanted Rock (HSBC) - Trademark Security Agreement (Executed)#page4.tif source=Enchanted Rock (HSBC) - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2023 (this “Trademark Security Agreement”), is made by ENCHANTED ROCK, LLC, a Texas limited liability company (the “Grantor”), in favor of HSBC VENTURES USA INC. (the “Bank”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of August 4, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among the Grantor, Enchanted Rock Electric, LLC, a Texas limited liability company (the “Company”), and Enchanted Rock Ops, LLC, a Texas limited liability company (“Rock Ops”), each other party thereto as a Borrower from time to time (together with the Company, the Grantor and Rock Ops, each a “Borrower” and collectively, the “Borrowers”), each other Loan Party party thereto from time to time and Bank, the Bank has agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, under the terms of the Loan and Security Agreement, the Grantor has granted to the Bank a security interest in certain Collateral of the Grantor, including the Trademark Collateral (as defined below), and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to Bank, to secure the payment and performance of all the Obligations, a continuing security interest in, and pledges to Bank, all of its right, title and interest in and to the following personal property, wherever located, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark licenses, in each case, owned by the Grantor, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities 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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral does not include any Excluded Assets; *provided* that, if and when any property described in this Section 2 shall cease to be an Excluded Asset, such property shall be deemed at all time from and after such date to constitute Trademark Collateral.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Loan and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Loan and Security Agreement shall control. This Trademark Security Agreement is a Loan Document.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or commercially reasonable actions in connection with the Trademarks and Trademark licenses that are material to its business subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of counterparts by electronic transmission (e.g. pdf format) shall be effective as originals.

Section 6. Choice of Law, Venue and Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

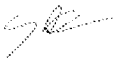
Section 7. Release and Termination. At the time provided in Section 12.01 of the Loan and Security Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Trademark Security Agreement and all obligations (other than those which are expressly stated to survive such termination) of the Bank and the Grantor hereunder shall automatically terminate and be of no further force and effect, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Bank shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENCHANTED ROCK, LLC, as Grantor

By: 

Name: Corey Amthor
Title: President

ACKNOWLEDGED AND AGREED
as of the date first above written:

HSBC VENTURES USA INC.



By: _____

Name: Maddie Jodka
Title: Senior Associate

Maddie Jodka (6/28/2023 14:03 EDT)

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Owner	Description	Registration No.	Country
Enchanted Rock, LLC	THE POWER IS ON	6,895,987	USA
Enchanted Rock, LLC		6,769,030	USA
Enchanted Rock, LLC	INTEGRATED RESILIENCY ON CALL	6,768,958	USA
Enchanted Rock, LLC	IROC	6,175,797	USA
Enchanted Rock, LLC	INTEGRATED RELIABILITY ON CALL	6,175,796	USA
Enchanted Rock, LLC		5,860,655	USA
Enchanted Rock, LLC	ENCHANTED ROCK	5,838,171	USA