

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM841983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Bank, as Administrative Agent		09/26/2023	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5832748	PRI VALIDATION PROGRAM	
Registration Number:	4300484	PRI	
Registration Number:	2155438	PRI	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	09/26/2023		
Total Attachments: 4			
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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Assignment**”), dated as of September 26, 2023, is by **REGIONS BANK**, in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **BARINGS FINANCE LLC**, a Delaware limited liability company, acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”), having a principal office located at 300 S. Tryon Street, Suite 2500, Charlotte, North Carolina 28202. Capitalized terms used but not defined herein shall have the meaning set forth in the Trademark Security Agreement (as defined below).

RECITALS:

WHEREAS, **WESTERN TECHNOLOGIES, INC.** and **ENVIRO-DRILL, INC.**, each a “**Grantor**” and, collectively, the “**Grantors**”, and Retiring Agent are parties to that certain Notice of Security Interest in Intellectual Property, dated December 30, 2021 (the “**Trademark Security Agreement**”) pursuant to which each Grantor granted and pledged to the Retiring Agent a continuing security interest in the Trademark Collateral, including the Trademarks identified on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Amendment No. 8 to Credit Agreement by and among, among others, the Retiring Agent and the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby irrevocably assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Trademark Security Agreement, including, for the avoidance of doubt, its lien on and security interest in the Trademark Collateral (including the Trademarks identified on Exhibit A) and all such rights, powers, privileges and duties of the Retiring Agent under the Trademark Security Agreement.

This Assignment 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. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes. This Assignment 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.

(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

REGIONS BANK,
as current and resigning Administrative Agent

By: _____

Name: _____

Title: _____



Mike Roane
Director

SUCCESSOR AGENT:

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Scott Chappell
Title: Managing Director

EXHIBIT A
to
Notice of Assignment of Security Interest in Intellectual Property

TRADEMARK	REG. NO.	REG. DATE	OWNER
	5832748	8/13/2019	PRI Construction Materials Technologies, LLC
	4300484	3/12/2013	PRI Construction Materials Technologies, LLC
PRI	2155438	5/5/1998	PRI Construction Materials Technologies, LLC