# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM858855

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900817627

### **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type	
Nitro Lift Technologies, L.L.C.		11/21/2023	Limited Liability Company: LOUISIANA	

### **RECEIVING PARTY DATA**

Name:	Cadence Bank	
Street Address:	1333 West Loop South	
Internal Address:	Suite 1700	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77027	
Entity Type:	Chartered Bank: MISSISSIPPI	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3160236	NITRO-LIFT

### **CORRESPONDENCE DATA**

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

**Correspondent Name:** Jessica Davis

Address Line 1: 2800 Financial Plaza Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	0025630.00028
NAME OF SUBMITTER:	Jessica Davis
SIGNATURE:	/Jessica Davis/
DATE SIGNED:	12/06/2023

**Total Attachments: 5** 

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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of November 21, 2023, (this "Agreement"), among NITRO LIFT TECHNOLOGIES, L.L.C., a Louisiana limited liability company (the "Grantor"), and CADENCE BANK (the "Secured Party").

Reference is made to (a) the Security Agreement dated as of October 22, 2019, as affected by the Joinder Agreement dated September 8, 2021, and the Joinder Agreement dated as of November 21, 2023, among DEBUSK HOLDINGS LLC, a Texas limited liability company ("Holdings"), USA DEBUSK LLC, a Texas limited liability company (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Secured Party (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) the Amended and Restated Credit Agreement dated as of September 8, 2021, as amended by that certain First Amendment Agreement dated May 27, 2022, that certain Second Amendment Agreement dated as of July 19, 2023, that certain Third Amendment Agreement dated as October 27, 2023, and that certain Fourth Amendment Agreement dated as of the date hereof (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Borrower and CADENCE BANK, as Lender (the "Lender"). The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lender to extend the credit pursuant to the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor pursuant to the Security Agreement has granted, and hereby grants, to the Secured Party, its successors and assigns, for the benefit of the Secured Party, a security interest in, all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I. Notwithstanding anything herein to the contrary, the following assets shall be excluded from the Trademark Collateral: any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law; and
  - (b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Secured Party herein are granted in furtherance,

and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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Nitro Lift Technologies, L.L.C. as the Grantor

By: You Franz

Title: Chief Financial Officer and Treasurer

CADENCE BANK, as Secured Party

Name: Taylor Ducoff

Title: Executive Vice President

# Schedule I

# United States Trademarks and Trademark Applications

Word Mark	Mark Drawing Code	Serial No.	US Registration No.	Registration Date	Owner	Type of Mark	Status
NITRO- LIFT	(4) Standard character mark	78500789	3160236	October 17, 2006	Nitro Lift Technologies, L.L.C.	Trademark	Live

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**RECORDED: 11/30/2023**