

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI23906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miller Pipeline, LLC		02/09/2024	Limited Liability Company: INDIANA
Southeast Connections LLC		02/09/2024	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Other: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88644089	HYDRO-HOE	
Serial Number:	98042655	SEC	
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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	02/13/2024		
Total Attachments: 6	source=2-13-2024 MILLER_PIPELINE 1_TM#page1.tif		

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**FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 9, 2024, made by each of the parties party hereto (each, a “Grantor” and, collectively, the “Grantors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (the “Administrative Agent”) for the several banks and other financial institutions (collectively, the “Lenders”) from time to time party to the First Lien Credit Agreement (as defined below) and as collateral agent (the “Collateral Agent” and together with the Administrative Agent, the “Agents”) for the Secured Parties (as defined in the First Lien Guarantee and Collateral Agreement (as defined below)).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of March 6, 2018 (as amended by the First Amendment, dated as of April 9, 2020, the Second Amendment, dated as of June 25, 2021, the Third Amendment, dated as of February 13, 2023, the Fourth Amendment, dated as of June 28, 2023, and as further amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among ARTERA SERVICES, LLC, a Delaware limited liability company (together with any successor in interest thereto, the “Borrower”), ARTERA SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, “Holding”), the Agents and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit (collectively, the “Loans”) to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Borrower, Holding, the Grantors and the other parties thereto have executed and delivered the First Lien Guarantee and Collateral Agreement, dated as of March 6, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3 of the First Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission, e-mail or other electronic transmission (e.g., a “pdf” or “tiff”) shall be effective as delivery of a manually executed counterpart hereof. The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on each Grantor, each Agent and each Lender. The Administrative Agent may also require that any such documents and signatures be confirmed by delivery of a signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or other electronic document or signature.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLER PIPELINE, LLC
as Grantor

By: Melanie M. Nealis
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary

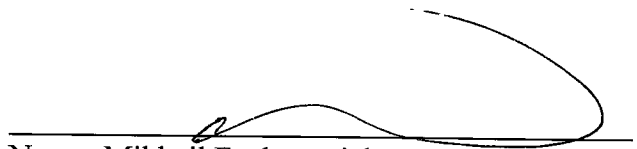
SOUTHEAST CONNECTIONS LLC
as Grantor

By: Melanie M. Nealis
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary

[Signature Page to First Lien Notice and Confirmation
of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008344 FRAME: 0048

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH
as Administrative Agent and Collateral Agent

By: 

Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 

Name: Andrew Senicki
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
MILLER PIPELINE, LLC	HYDRO-HOE	88644089	10/07/2019	12/29/2020
SOUTHEAST CONNECTIONS LLC	SEC	98042655	06/14/2023	PENDING