

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI23998

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
Otis Minnesota Services, LLC		02/09/2024	Limited Liability Company: DELAWARE
Artera Services, LLC		02/09/2024	Limited Liability Company: DELAWARE
Southeast Connections LLC		02/09/2024	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Other: SWITZERLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88148453	ONE DAY, ONE GOAL, NO INCIDENTS	
Serial Number:	88148436	ONE 1	
Serial Number:	78104962	MPC TOUGH TUBE	
Serial Number:	74424769	M	
Serial Number:	74392923	SAFE-T-SEAL	
Serial Number:	74424761	MILLER PIPELINE	
Serial Number:	74336120	INTRUDER	
Serial Number:	73730682	SLOT	
Serial Number:	73696312	ENCAPSEAL	
Serial Number:	73080287	WEKO-SEAL	
Serial Number:	73542895	VAC-HOE	
Serial Number:	88644089	HYDRO-HOE	
Serial Number:	85630640	MINNESOTA LIMITED, LLC PIPELINE AND STATION CONTRACTORS	

CH \$540.00.00 88148453

Property Type	Number	Word Mark
Serial Number:	85137941	MINNESOTA LIMITED
Serial Number:	97455166	M MINNESOTA LIMITED
Serial Number:	97740999	OTIS MINNESOTA SERVICES
Serial Number:	87593919	DC DISTRIBUTION CONSTRUCTION
Serial Number:	87127319	POWERTEAM
Serial Number:	87127313	POWERTEAM SERVICES
Serial Number:	97363457	ARTERA
Serial Number:	98042655	SEC

CORRESPONDENCE DATA

Fax Number:

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.

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

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

FIRST LIEN PIK 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 UBS AG, STAMFORD 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 PIK 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 PIK Guarantee and Collateral Agreement (as defined below)).

WHEREAS, pursuant to that certain First Lien PIK Credit Agreement, dated as of February 9, 2024 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Lien PIK 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 PIK Credit Agreement, the Borrower, Holding, the Grantors and the other parties thereto have executed and delivered the First Lien PIK Guarantee and Collateral Agreement, dated as of February 9, 2024 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "First Lien PIK Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First Lien PIK 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 PIK Credit Agreement and the First Lien PIK 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 PIK 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 PIK 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 PIK Guarantee and Collateral Agreement. The First Lien PIK 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 PIK Credit Agreement and the First Lien PIK 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 PIK Guarantee and Collateral Agreement, the provisions of the First Lien PIK 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.

* * *

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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

DocuSigned by:
By: Melanie M. Nealis
85D8F4A79DAF45E...
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary

OTIS MINNESOTA SERVICES, LLC
as Grantor

DocuSigned by:
By: Melanie M. Nealis
85D8F4A79DAF45E...
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary



ARTERA SERVICES, LLC
as Grantor

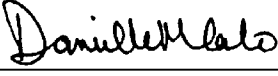
DocuSigned by:
By: Melanie M. Nealis
85D8F4A79DAF45E...
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary

SOUTHEAST CONNECTIONS LLC
as Grantor

DocuSigned by:
By: Melanie M. Nealis
85D8F4A79DAF45E...
Name: Melanie M. Nealis
Title: Chief Legal Officer and Secretary

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Collateral Agent

By: 
Name: 
Title: Muhammad Afzal, Director

By: 
Name: Danielle Calo
Title: Associate Director

SCHEDULE I

Trademark Registrations

Owner	Trademark	Application No.	Filing Date	Registration Date
MILLER PIPELINE, LLC	ONE DAY, ONE GOAL, NO INCIDENTS	88148453	10/09/2018	05/21/2019
MILLER PIPELINE, LLC	ONE 1	88148436	10/09/2018	05/21/2019
MILLER PIPELINE, LLC	MPC TOUGH TUBE	78104962	01/25/2002	01/20/2004
MILLER PIPELINE, LLC	M	74424769	08/16/1993	05/17/1994
MILLER PIPELINE, LLC	SAFE-T SEAL	74392923	05/19/1993	12/20/1994
MILLER PIPELINE, LLC	MILLER PIPELINE	74424761	08/16/1993	06/07/1994
MILLER PIPELINE, LLC	INTRUDER	74336120	12/02/1992	07/27/1993
MILLER PIPELINE, LLC	SLOT	73730682	05/25/1988	10/03/1989
MILLER PIPELINE, LLC	ENCAPSEAL	73696312	11/19/1987	06/14/1988
MILLER PIPELINE, LLC	WEKO-SEAL	73080287	03/15/1976	09/21/1976
MILLER PIPELINE, LLC	VAC-HOE	73542895	06/13/1985	01/21/1986
MILLER PIPELINE, LLC	HYDRO-HOE	88644089	10/07/2019	12/29/2020
OTIS MINNESOTA SERVICES, LLC	MINNESOTA LIMITED, LLC AND STATION CONTRACTOR	85630640	05/21/2012	08/27/2013
OTIS MINNESOTA SERVICES, LLC	MINNESOTA LIMITED	85137941	09/24/2010	11/15/2011
OTIS MINNESOTA SERVICES, LLC	M MINNESOTA LIMITED	97455166	06/13/2022	PENDING
OTIS MINNESOTA SERVICES, LLC	OTIS MINNESOTA SERVICES	97740999	01/04/2023	PENDING
ARTERA SERVICES, LLC	DC DISTRIBUTION CONSTRUCTION	87593919	09/01/2017	09/18/2018
ARTERA SERVICES, LLC	POWERTeam	87127319	08/04/2016	09/19/2017
ARTERA SERVICES, LLC	POWERTeam SERVICES	87127313	08/04/2016	08/29/2017
ARTERA SERVICES, LLC	ARTERA	97363457	04/14/2022	10/24/2023
SOUTHEAST CONNECTIONS LLC	SEC	98042655	06/14/2023	PENDING