

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI24089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artera Services, LLC		02/09/2024	Limited Liability Company: DELAWARE
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:	Wilmington Trust National Association, as the Agent		
Street Address:	99 Wood Avenue South, Suite #1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97363457	ARTERA	
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		

CH \$90.00.00 97363457

Total Attachments: 6

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

FIRST LIEN NOTES NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of February 9, 2020, made by each of the parties party hereto (each, a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust National Association, as trustee and the note collateral agent (respectively, the "Trustee" and the "Agent") for the Secured Parties. 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 Indenture and the First Lien Notes Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of April 9, 2020, (as amended by the First Supplemental Indenture, dated as of April 9, 2020, the Second Supplemental Indenture, dated as of April 9, 2020, the Third Supplemental Indenture, dated as of July 2, 2020, the Fourth Supplemental Indenture, dated as of October 1, 2020, the Fifth Supplemental Indenture, dated as of December 4, 2020, the Sixth Supplemental Indenture, dated as of June 24, 2021, the Seventh Supplemental Indenture, dated as of June 25, 2021, the Eighth Supplemental Indenture, dated as of July 2, 2021, the Eighth Supplemental Indenture, dated as of July 18, 2023, the Ninth Supplemental Indenture, dated as of the date hereof, and as the same may be, and as further amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Indenture"), among ARTERA SERVICES, LLC, a Delaware limited liability company (together with any successor in interest thereto, "Borrower"), the Guarantors party thereto (as defined in the Indenture) and the Agent for the issuance of senior secured first priority notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Borrower, ARTERA SERVICES MIDCO, LLC, a Delaware limited liability company (together with any successor in interest thereto, " Holding"), the Grantors, the other parties party thereto and the Agent have executed and delivered a First Lien Notes Collateral Agreement, dated as of April 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Notes Collateral Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the First Lien Notes Collateral Agreement, the Grantors granted to the 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 Indenture and the First Lien Notes 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 Notes Collateral Agreement it granted to the 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 the Borrower, except as provided in Subsection 3.3 of the First Lien Notes 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 Notes Collateral Agreement. The First Lien Notes 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 Indenture and the First Lien Notes 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 Notes Collateral Agreement, the provisions of the First Lien Notes 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.

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.

ARTERA SERVICES, LLC

as Grantor

By: Melanie M. Nealis

Name: Melanie M. Nealis

Title: Chief Legal Officer and Secretary

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 Notes Notice and Confirmation
of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008344 FRAME: 0144

**WILMINGTON TRUST NATIONAL
ASSOCIATION,**
as Agent

By: 
Name: Latoya S. Elvin
Title: Vice President

SCHEDULE I

Trademark Registrations and Applications

<u>OWNER</u>	<u>TRADEMARK</u>	<u>Application No. / Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ARTERA SERVICES, LLC	ARTERA	97363457	7199051	10/24/2023
MILLER PIPELINE, LLC	HYDRO-HOE	88644089	6234871	12/29/2020
SOUTHEAST CONNECTIONS LLC	SEC	98042655	PENDING	PENDING