

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI6909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEX LEASING POWER & SERVICE LLC		01/30/2024	Limited Liability Company: DELAWARE
FLEX POWER CO.		01/30/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	PROSPERITY BANK		
<b>Street Address:</b>	5949 Sherry Lane		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Other: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6862458	FLEXENERGY	
<b>Registration Number:</b>	6855208	FLEXENERGY SOLUTIONS	
<b>Registration Number:</b>	6295992	FLEXENERGY SOLUTIONS	
<b>Registration Number:</b>	4739353	FLEX TURBINE	
<b>Registration Number:</b>	4207571	FLEX CARE	
<b>Registration Number:</b>	4739283	FLEX TURBINE	
<b>Serial Number:</b>	90740435	FLEXENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham		
<b>Address Line 1:</b>	2728 North Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	57235-170		

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<b>NAME OF SUBMITTER:</b>	NANCY GRAHAM
<b>SIGNATURE:</b>	NANCY GRAHAM
<b>DATE SIGNED:</b>	02/15/2024
<b>Total Attachments: 14</b> source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page1.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page2.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page3.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page4.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page5.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page6.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page7.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page8.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page9.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page10.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page11.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page12.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page13.tif source=06. Intellectual Property Security Agreement (Flex Leasing) - EXECUTED#page14.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of January 30, 2024 by and among FLEX LEASING POWER & SERVICE LLC, a Delaware limited liability company (the “Parent”), FLEX POWER CO., a Delaware corporation (“Flex Power”; together with the Parent, the “U.S. Borrowers”), each of the other Grantors party hereto (together with U.S. Borrowers, collectively, the “Grantors”, and each a “Grantor”), and PROSPERITY BANK. (the “Lender”), on behalf of the Lender and the other Secured Parties.

### BACKGROUND

The U.S. Borrowers, FLEX LEASING POWER AND SERVICE ULC, an unlimited liability corporation organized under the laws of Alberta (the “Canadian Borrower”; together with the U.S. Borrowers, individually and collectively as the context may require, the “Borrower”), the other Loan Parties party thereto and the Lender have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as it has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

In connection with the Credit Agreement, the Grantors executed and delivered that certain Security Agreement dated as of the date hereof (as it has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Lender, on behalf of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement.

Each Grantor is entering into this Agreement in order to induce the Lender to extend credit to the Borrower under the Credit Agreement and to secure the Obligations that it has agreed to under the Credit Agreement.

ACCORDINGLY, the Grantors and the Lender, on behalf of the Secured Parties, hereby agree as follows:

### ARTICLE I DEFINITIONS; OTHER TERMS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Capitalized terms used herein which are defined in the UCC and which are not otherwise defined in this Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the

foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Licenses” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Patents” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Lender’s Lien on any Collateral.

## ARTICLE II GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the prompt and complete payment and performance of the Obligations:

- (a) all Copyrights, including, without limitation, those listed on Exhibit A hereto;
- (b) all Trademarks, including, without limitation, those listed on Exhibit B hereto;
- (c) all Licenses, including, without limitation, those listed on Exhibit C hereto;
- (d) all Patents, including, without limitation, those listed on Exhibit D hereto; and

(e) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

2.2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict. This Agreement is a confirmatory grant as contemplated by the Security Agreement and is in addition to, and not in lieu or replacement of, all other confirmatory grants or filings made pursuant to the Security Agreement.

### ARTICLE III MISCELLANEOUS

3.1 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Lender, the other Secured Parties and their respective successors and permitted assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender, for the benefit of the Lender and the other Secured Parties, hereunder.

3.2 Survival of Representations. All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement.

3.3 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Lender relating to the Collateral.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

3.6 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

FLEX LEASING POWER & SERVICE LLC,  
a Delaware limited liability company

By: 

Name: Keith Blesch

Title: Vice President — Finance

FLEX POWER CO.,  
a Delaware corporation

By: 

Name: Keith Blesch

Title: Vice President — Finance

LENDER:

PROSPERITY BANK

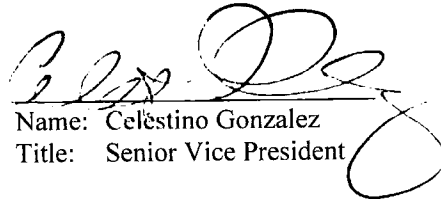
By:   
Name: Celestino Gonzalez  
Title: Senior Vice President

EXHIBIT A  
COPYRIGHTS

None.



EXHIBIT B  
TRADEMARKS

(a) Trademark Registrations

Debtor/Registered Owner	Nature of Debtor's Interest	Trademark	Registration No.	Int'l Class Covered	Goods/Services Covered	Registration Date	Country
Flex Leasing Power & Service LLC	Owner	FLEXENERGY	6862458	007	Heat exchangers being parts of machines; Turbines, other than for land vehicles; Electrical and electronic apparatus and equipment for generation of electrical energy obtained from gaseous fuel sources	10/4/2022	USA
Flex Leasing Power & Service LLC	Owner	FLEXENERGY SOLUTIONS	6855208	040, 037, 041	Repair, installation, tuning and maintenance of components, parts or systems in steam and gas turbine generators, power plants, power generating equipment, electricity generating equipment, combined heat and power equipment and boilers performed according to service contracts; Maintenance and repair of turbines, other than for land vehicles, and heat exchange equipment; Installation, maintenance and repair of components,	9/29/2022	USA

Debtor/Registered Owner	Nature of Debtor's Interest	Trademark	Registration No.	Int'l Class Covered	Goods/Services Covered	Registration Date	Country
					parts or systems in steam and gas turbine generators, power plants, power generating equipment, electricity generating equipment, combined heat and power equipment and boilers; Maintenance, repair, replacement and tuning of components, parts or systems in steam and gas turbine generators		
Flex Leasing Power & Service LLC	Owner	FLEXENERGY SOLUTIONS	6295992	007, 037	Heat exchangers being parts of machines; Turbines, other than for land vehicles	3/16/2021	USA
Flex Leasing Power & Service LLC	Owner	FLEX TURBINE	4739353	007	Electrical and electronic apparatus and equipment for generation of electrical energy obtained from gaseous fuel sources	5/19/2015	USA
Flex Leasing Power & Service LLC	Owner	FLEX CARE	4207571	036	Providing service contracts for the repair, installation, tuning and maintenance of components, parts or systems in steam and gas turbine generators, power plants, power generating equipment, electricity generating equipment,	9/11/2012	USA

Debtor/Registered Owner	Nature of Debtor's Interest	Trademark	Registration No.	Int'l Class Covered	Goods/Services Covered	Registration Date	Country
					combined heat and power equipment and boilers		
Flex Leasing Power & Service LLC	Owner	FLEX TURBINE	4739283	007	Turbines other than for land vehicles, namely, auxiliary electrical power units	5/19/2015	USA

(b) Trademark Applications

Debtor/Registered Owner	Nature of Debtor's Interest	Trademark	Serial No.	Int'l Class Covered	Goods/Services Covered	Application Date	Country
Flex Leasing Power & Service LLC	Owner	FLEXENERGY	90740435	040, 037, 041	Technical support services, namely, technical advice related to the installation of turbines and heat exchange equipment; technical support services, namely, technical advice related to the repair of turbines and heat exchange equipment; Repair, installation, tuning and maintenance of components, parts or systems in steam and gas turbine generators, power plants, power	5/27/2021	USA

Debtor/ Registered Owner	Nature of Debtor's Interest	Trademark	Serial No.	Int'l Class Covered	Goods/Services Covered	Application Date	Country
					<p>generating equipment, electricity generating equipment, combined heat and power equipment and boilers</p> <p>performed according to service contracts;</p> <p>Maintenance and repair of turbines and heat exchange equipment;</p> <p>Installation, maintenance and repair of components, parts or systems in steam and gas turbine generators, power plants, power generating equipment, electricity generating equipment, combined heat and power equipment and boilers;</p> <p>Maintenance, repair, replacement and tuning of components, parts or</p>		

Debtor/ Registered Owner	Nature of Debtor's Interest	Trademark	Serial No.	Int'l Class Covered	Goods/Services Covered	Application Date	Country
					systems in steam and gas turbine generators		

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS AND PATENT APPLICATIONS

(a) Registered Patents

Debtor/Registered Owner	TITLE	Patent No.	Filing Date	Country
FLEXENERGY ENERGY SYSTEMS, INC. (recording of assignment to Flex Leasing Power & Service LLC in process)	AIR-COOLED SWIRLERHEAD	502014000003740	03/28/2008	Italy
Flex Leasing Power & Services LLC (being corrected to "Flex Leasing Power & Service LLC")	AIR-COOLED SWIRLER HEAD	2093488	03/28/2008	United Kingdom
FLEXENERGY ENERGY SYSTEMS, INC. (recording of assignment to Flex Leasing Power & Service LLC in process)	AIR-COOLED SWIRLERHEAD	2093488	03/28/2008	France
FLEXENERGY ENERGY SYSTEMS, INC. (recording of assignment to Flex Leasing Power & Service LLC in process)	AIR-COOLED SWIRLERHEAD	602008034646.3	03/28/2008	Germany
Flex Leasing Power & Service LLC	AIR-COOLED SWIRLERHEAD	8096132	1/17/2012	USA
Flex Leasing Power & Services LLC (being corrected to "Flex Leasing Power & Service LLC")	NOZZLE BOLTING ARRANGEMENT FOR A TURBINE	2409004	11/4/2004	United Kingdom
Flex Leasing Power & Service LLC	ACTIVE ANTI-ISLANDING SYSTEM AND METHOD	7365444	4/29/2008	USA

(b) Patent Applications

None.