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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI48071

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
DYNAMIC OILFIELD SERVICES, L.L.C.		02/23/2024	Limited Liability Company: TEXAS	

## **RECEIVING PARTY DATA**

Company Name:	NORDIC TRUSTEE AS, as Security Agent
Street Address:	KRONPRINSESSE MÄRTHAS PLASS 1
City:	Oslo
State/Country:	NORWAY
Postal Code:	0160
Entity Type:	Limited Liability Company: NORWAY

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4531552	DYNAMIC OILFIELD SERVICES	
Registration Number:	4438282	DYNAMIC OILFIELD SERVICES	

## **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:** 44(207)490-6503

Email: Roberta.Markovina@pinsentmasons.com

Correspondent Name: Roberta Markovina
Address Line 1: Pinsent Masons LLP

Address Line 2: 30 Crown Place Earl Street

Address Line 4: London, UNITED KINGDOM EC2A 4ES

ATTORNEY DOCKET NUMBER:	2274044 JM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/23/2024

## **Total Attachments: 7**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of 23 February 2024, is made by the Person listed on the signature page hereof (the "Grantor") in favor of NORDIC TRUSTEE AS, as security agent (together with any successor security agent, the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Intercreditor Agreement, or as the context may require, the Security Agreement (each as defined below).

WHEREAS, the Grantor has entered into that certain Facility Agreement dated 9 February 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement") entered into by, among others, TWMA FINANCE AS, BP INV3 HOLDCO LTD, a limited liability company incorporated in England and Wales with company number 10705035, as parent ("Parent"), certain Subsidiaries from time to time party thereto as Obligors, and HSBC UK BANK PLC as Lender (together with any successor or assignee, the "Lender") (each as defined therein);

WHEREAS, TWMA FINANCE AS (the "Bond Issuer") has entered into bond terms governing the Senior Secured Bonds (as defined in the Intercreditor Agreement) dated 6 February 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Senior Secured Bond Terms") between the Bond Issuer and NORDIC TRUSTEE AS as Senior Secured Bond Trustee for and on behalf of the Senior Secured Bondholders;

WHEREAS, the Grantor has entered into that certain Guarantee Agreement dated 9 February 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement") entered into by, and among others, the Bond Issuer, and certain other Subsidiaries from time to time a party thereto as Guarantors, the Security Agent as security trustee for and on behalf of the Secured Parties, pursuant to which the Guarantors guaranteed the obligations of the Debtors under the Debt Documents upon and subject to the terms and conditions set forth therein;

WHEREAS, the Grantor has entered into that certain Intercreditor Agreement dated 9 February 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") entered into by, among others, the Parent, as Parent and Subordinated Creditor, the Bond Issuer, as Company and Original Debtor, certain Subsidiaries from time to time party thereto as Intra-Group Lenders, the Lender as Credit Facility Lender, and NORDIC TRUSTEE AS as bond trustee for the Senior Secured Bondholders and Security Agent for the Secured Parties;

WHEREAS, as a condition under each of the Facility Agreement and the Senior Secured Bond Terms, the Grantor has executed and delivered that certain Security Agreement dated as of 23 February 2024 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for and in consideration of the recitals made above and other for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. <u>Grant of Security</u>. The Grantor hereby grants to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):
  - (i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, and including (a) all continuations, divisionals, continuations-in-part, reexaminations, reissues, and renewals thereof and improvements thereon; (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof; and (c) the right to sue for past, present, and future infringements thereof ("Patents");
  - all trademarks, service marks, domain names, trade dress, (ii) logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby including, without limitation, those set forth in Schedule A hereto, and including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications; (b) all renewals thereof; (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (d) the right to sue for past, present and future infringements and dilutions thereof; (e) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith; and (f) all of the Grantor's rights corresponding thereto throughout the world ("Trademarks");
  - (iii) any and all rights in any works of authorship, including (a) copyrights and moral, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered, (b) copyright registrations and recordings thereof and all applications and exclusive copyright licenses in connection therewith; (c) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages

and payments for past, present, or future infringements thereof; (d) the right to sue for past, present, and future infringements thereof; and (e) all of each Grantor's rights corresponding thereto throughout the world ("Copyrights");

- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- Section 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Secured Obligations of the Grantor now or hereafter existing now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums (including without limitation any prepayment premiums), penalties, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Debtor.
- Section 3. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- Section 6. <u>GOVERNING LAW</u>. THIS IP SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN TORT

OR OTHERWISE) BASED ON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**Grantor:** 

**DYNAMIC OILFIELD SERVICES, L.L.C.**, as Grantor

By: Mark Walker

Name: Mark Walker 1408...

Title: Officer

# ACKNOWLEDGED AND AGREED:

NORDIC TRUSTEE AS, as Security Agent on behalf of the Secured Parties

By: Docusigned by:

Lars Erik Laerum

Name: Lars Erik Lærum

Title: Authorised signatory

**RECORDED: 02/23/2024** 

# SCHEDULE A

# **Trademarks**

Grantor	Mark	Application or Registration no.	Filing Office
Dynamic Oilfield Services, L.L.C.	DYNAMIC OILFIELD SERVICES	4,531,552	U.S. Patent and Trademark Office
Dynamic Oilfield Services, L.L.C.	Dynam C	4,438,282	U.S. Patent and Trademark Office

SCHEDULE A