# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Assignment ID: TMI71940

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flow-Safe, Inc.		03/05/2024	Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Company Name:	BLUE OWL CAPITAL CORPORATION, as collateral agent		
Street Address:	Address: 399 Park Ave, Floor 37		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		

#### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark		
Registration Number:	3067246	FLOW SAFE		

## CORRESPONDENCE DATA

Fax Number: 6175269899

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.

6175269884 Phone:

Email: ypan@proskauer.com,GKazlow@proskauer.com

**Correspondent Name:** Geoffrey Kazlow Address Line 1: Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	56013-119
NAME OF SUBMITTER:	Yuming Pan
SIGNATURE:	Yuming Pan
DATE SIGNED:	03/05/2024

## **Total Attachments: 5**

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This TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of March 5, 2024, (this "Agreement"), is made by and among the undersigned grantor (the "Grantor"), and BLUE OWL CAPITAL CORPORATION, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Security Agreement, dated as of March 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among NGS Cayman Holdings, L.P., a Cayman Islands exempted limited partnership, acting by its general partner, the General Partner (the "Parent"), Dresser Utility Solutions, LLC, a Delaware limited liability company (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Credit Agreement, dated as of March 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the "Credit Agreement"), among Parent, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and BLUE OWL CAPITAL CORPORATION, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and

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Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on <u>Schedule I</u> (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) (the "Trademarks"), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantor:

Flow-Safe, Inc., as a Grantor

By:

Name: David Evans

Title: President and Vice President

[Trademark Security Agreement Signature Page]

# Accepted and Agreed:

# **BLUE OWL CAPITAL CORPORATION,**

as Collateral Agent

By: Blue Owl Credit Advisors LLC, its

**Investment Advisor** 

By:

Name: Jeff Walwyn

Title: Authorized Signatory

[Trademark Security Agreement Signature Page]

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Schedule I

<u>United States Trademarks and Trademark Applications</u>

<u>Mark</u>	Country	Record Owner/Grantor	Reg. No. App. No.	Reg. Date App. Date
FLOW SAFE and	United States	Flow-Safe, Inc.	3067246	3/14/2006
Design	States		76624973	12/16/2004

Schedule I-1

RECORDED: 03/05/2024

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