

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI145284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PSC Group LLC		04/03/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ARES CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98132138	STEEL SLR LINE RAIL SERVICES	
<b>Serial Number:</b>	98012105		
<b>Serial Number:</b>	98012192	PSC GROUP	
<b>Registration Number:</b>	6051798	PETROLEUM SERVICE CORPORATION	
<b>Registration Number:</b>	6051799	PETROLEUM SERVICE CORPORATION	
<b>Registration Number:</b>	5854385	PETROLEUM SERVICE CORPORATION AN SGS COMPANY	
<b>Registration Number:</b>	5854386	PETROLEUM SERVICE CORPORATION AN SGS COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2028357507		
<b>Email:</b>	jramos@milbank.com		
<b>Correspondent Name:</b>	Mr. Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	37287.00111		
<b>NAME OF SUBMITTER:</b>	JAVIER RAMOS		
<b>SIGNATURE:</b>	JAVIER RAMOS		

CH \$190.00.00 98132138

<b>DATE SIGNED:</b>	04/04/2024
---------------------	------------

**Total Attachments: 6**

- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page1.tif
- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page2.tif
- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page3.tif
- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page4.tif
- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page5.tif
- source=4. Project Jelly - IP Security Agreement (Executed) (1) (002)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 3, 2024, between the signatory hereto (the “Grantor”) in favor of ARES CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of April 3, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

(a)(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles 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 Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks any other applicable government officer record this Agreement.

SECTION 3. Termination. In connection with any termination or release pursuant to **Error! Reference source not found.** of the Guarantee and Collateral Agreement, the Collateral Agent shall promptly execute and deliver to Grantor, at such Grantor’s expense, such documents that such Grantor shall

reasonably request to evidence and/or effectuate the termination or release of the Security Interest granted herein.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of a signature page of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


SECTION 5. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

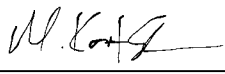
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PSC GROUP LLC,  
as the Grantor

By:   
Name: Joel Dickerson  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARES CAPITAL CORPORATION,  
as Collateral Agent





By:   
Name: M. Kort Schnabel  
Title: Authorized Signatory

**SCHEDULE I**




**INTELLECTUAL PROPERTY**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
PSC Group LLC	6051798	PETROLEUM SERVICE CORPORATION 	05/12/2020
PSC Group LLC	6051799	PETROLEUM SERVICE CORPORATION 	05/12/2020
PSC Group LLC	5854385	PETROLEUM SERVICE CORPORATION AN SGS COMPANY 	09/10/2019
PSC Group LLC	5854386	PETROLEUM SERVICE CORPORATION AN SGS COMPANY 	09/10/2019

Applications:

OWNER	APPLICATION NUMBER	TITLE	APPLICATION DATE
PSC Group LLC	98132138	STEEL SLR LINE RAIL SERVICES 	08/14/2023
PSC Group LLC	98012105	Design Only 	05/24/2023
PSC Group LLC	98012192	PSC GROUP 	05/24/2023