

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tech-Flo Consulting, LLC		02/28/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	2100 Ross Ave., Ste. 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86735588	REFRAC ROADMAP	
Serial Number:	86771863	TECH FLO METERS	
Serial Number:	86698111	SWIFTSET	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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:	2149649443		
Email:	maureen.drews@hkllaw.com		
Correspondent Name:	Fan Yang		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Fan Yang		
SIGNATURE:	/Fan Yang/		
DATE SIGNED:	03/01/2019		
Total Attachments: 8			
source=Tally Intellectual Property Security Agreement#page1.tif			
source=Tally Intellectual Property Security Agreement#page2.tif			

OP \$90.00 86735588

source=Tally Intellectual Property Security Agreement#page3.tif
source=Tally Intellectual Property Security Agreement#page4.tif
source=Tally Intellectual Property Security Agreement#page5.tif
source=Tally Intellectual Property Security Agreement#page6.tif
source=Tally Intellectual Property Security Agreement#page7.tif
source=Tally Intellectual Property Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of February 28, 2019, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, TALLY USA, LLC, a Delaware limited liability company (“Tally USA”), TALLY DRILLING TOOLS, LLC, a Delaware limited liability company (“Tally Tools”), PREMIER DIRECTIONAL DRILLING, LLC, a Texas limited liability company (“Premier”), TECH-FLO CONSULTING, LLC, a Texas limited liability company (“Tech Flo”), EPIC LIFT SYSTEMS LLC, a Texas limited liability company (“Epic”), DYNAVVIEW LLC, a Nevada limited liability company (“Dynaview”), TALLY COMPLETION TOOLS, LLC, a Texas limited liability company (“Completion Tools”), TALLY PERSONNEL, LLC, a Delaware limited liability company (“Tally Personnel”), TERRA DIRECTIONAL SERVICES, LLC, a Texas limited liability company (“Terra”), TALLY INSTRUMENTS, LLC, a Texas limited liability company (“Tally Instruments”), TALLY DRILLING, LLC, a Delaware limited liability company (“Tally Drilling”), TALLY PRODUCTION, LLC, a Texas limited liability company (“Tally Production”), TALLY COMPLETION, LLC, a Texas limited liability company (“Tally Completion”; and together with Tally USA, Tally Tools, Premier, Tech Flo, Epic, Dynaview, Completion Tools, Tally Personnel, Terra, Tally Instruments, Tally Drilling, and Tally Production and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”) and the Guarantors from time to time party thereto, have entered into a Revolving Credit, Term Loan, Equipment Loan, Guaranty and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and

interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each

case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(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 such 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, breach, or injury 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 products and 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;

provided that, Collateral shall not include any Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** 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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than sections 5-1401 and 5-1402 of the New York general obligations law).

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, each 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.

GRANTORS


TECH-FLO CONSULTING, LLC

By: 
Name: Chris Dorros
Title: Chief Executive Officer

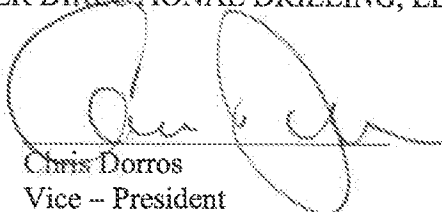
EPIC LIFT SYSTEMS LLC

By: 
Name: Chris Dorros
Title: Vice – President

TERRA DIRECTIONAL SERVICES, LLC

By: 
Name: Chris Dorros
Title: President

PREMIER DIRECTIONAL DRILLING, LLC

By: 
Name: Chris Dorros
Title: Vice – President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#63329300

TRADEMARK
REEL: 006578 FRAME: 0645

SCHEDULE A

PATENTS AND PATENT LICENSES

GRANTOR	PATENT	JURISDICTION	SERIAL/PATENT NO.	FILING DATE
Epic Lift Systems, LLC	Clutch assembly for a plunger lift bypass valve	US	9068443	6/30/15
Epic Lift Systems, LLC	Gas lift plunger	US	9109424	8/18/15
Epic Lift Systems, LLC	Pad-type plunger	US	9932805	4/3/15
Epic Lift Systems, LLC	Gas lift plunger	US	D767,737	9/27/16
Epic Lift Systems, LLC	Gas lift plunger	US	US 9683430	6/20/17
Epic Lift Systems, LLC	Dart plunger	US	9689242	6/27/17
Epic Lift Systems, LLC	Bypass valve assembly for a plunger lift apparatus	US	14/754,382	15/6/29
Epic Lift Systems, LLC	Recycle loop for a gas lift plunger	US	15/367,389	12/2/16
Epic Lift Systems, LLC	Recycle loop for a gas lift plunger	US	15/377,429	12/13/16
Epic Lift Systems, LLC	Bypass assembly for production packer	US	16/038,907	7/18/18
Epic Lift Systems, LLC	Gas lift systems with paired controllers	US	16/011,071	6/18/18

SCHEDULE B

TRADEMARKS

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION	GRANTOR
Refrac Roadmap	86,735,588	08/24/15	U.S.	Tech-Flo Consulting, LLC
Tech Flo Meters	86,771,863	09/29/15	U.S.	Tech-Flo Consulting, LLC
Swiftset	86,698,111	7/20/15	U.S.	Tech-Flo Consulting, LLC
UNIBODY	5,412,147	2/27/18	U.S.	Epic Lift Systems, LLC
TDS Terra Directional Services, L.L.C.	87,162,076	09/6/16	U.S.	Terra Directional Services, LLC
Terra Directional Services	87,154,145	09/29/16	U.S.	Terra Directional Services, LLC

TRADEMARK LICENSES

Premier Directional Drilling, LLC – License to use trademark of Evolution Engineering, Inc.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION