

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CVC Credit Partners U.S. Direct Lending Fund II (RN) L.P., as Agent		05/01/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CVC Credit Partners, LLC, as Agent
Street Address:	712 Fifth Ave., 42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666563	O2XYDOT
Registration Number:	2663246	OXYSENSE
Registration Number:	3750530	OXYSENTRY
Registration Number:	4364445	PETROSENSE
Registration Number:	2641188	VISUAL ASSEMBLY
Registration Number:	2241147	RACE
Registration Number:	2241148	TURBOPURGE
Registration Number:	4912077	SEAMSCAN
Registration Number:	4410597	SEAMVIEW

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

TRADEMARK

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	33313 / 005
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/04/2020
Total Attachments: 4 source=CVC Assignment of Trademark Security Agreement#page1.tif source=CVC Assignment of Trademark Security Agreement#page2.tif source=CVC Assignment of Trademark Security Agreement#page3.tif source=CVC Assignment of Trademark Security Agreement#page4.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER TRADEMARK SECURITY AGREEMENTS

ASSIGNMENT dated as of May 1, 2020, from CVC CREDIT PARTNERS U.S. DIRECT LENDING FUND II (RN) L.P., a Delaware limited partnership, as Agent for the Secured Parties (in such capacity as Agent, the "Existing Agent"), to CVC CREDIT PARTNERS, LLC, a Delaware limited liability company, as the successor Agent for the Secured Parties effective as of May 1, 2020 (together with its successors and assigns, the "Successor Agent"). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 31, 2018 by the Grantors party thereto in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on November 1, 2018 at Reel 6472, Frame 0255 (the "Trademark Security Agreement"), the Grantors named therein, granted a Lien on and security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule A hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademarks, to the Successor Agent.
3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

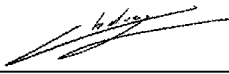
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

**CVC CREDIT PARTNERS U.S. DIRECT
LENDING FUND II (RN) L.P.**

By: CVC Credit Partners U.S. Direct Lending II GP,
LLC, its general partner

By:  _____

Name: Jean-Baptiste Duez

Title: Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:

CVC CREDIT PARTNERS, LLC

By: DR

Name: David Rous

Title: Authorized Signatory

Schedule A

Grantor	Mark	Serial No./ Filing Date	Registration No./ Registration Date
Testing Machines, Inc.	O ₂ XYDOT	78/075948 26-Jul-2001	2666563 24-Dec-2002
Testing Machines, Inc.	OXYSENSE	78/067421 05-Jun-2001	2663246 17-Dec-2002
Testing Machines, Inc.	OXYSENTRY	77/587882 07-OCT-2008	3750530 16-Feb-2010
Testing Machines, Inc.	PETROSENSE	85/779303 14-Nov-2012	4364445 09-Jul-2013
Testing Machines, Inc.	VISUAL ASSEMBLY	75/861628 01-Dec-1999	2641188 22-Oct-2002
Illinois Instruments Inc.	RACE	75/285645 02-May-1997	2241147 20-Apr-1999
Illinois Instruments Inc.	TURBOPURGE	75/285646 02-May-1997	2241148 20-Apr-1999
CMC-Kuhnke, Inc.	SEAMSCAN	86/464175 25-Nov-2014	4912077 08-Mar-2016
CMC-Kuhnke, Inc.	SEAMVIEW	85/851702 15-Feb-2013	4410597 01-Oct-2013

TRADEMARK APPLICATIONS

None