

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLOWCO PRODUCTION SOLUTIONS, L.L.C.		09/14/2020	Limited Liability Company:
PATRIOT ARTIFICIAL LIFT LLC		09/14/2020	Limited Liability Company:
FPS LOGISTICS, L.L.C.		09/14/2020	Limited Liability Company:
SPM COMPLETION SYSTEMS, LLC		09/14/2020	Limited Liability Company:
FPS PROPERTIES LLC		09/14/2020	Limited Liability Company:
GAS LIFT PRODUCTION SOLUTIONS LLC		09/14/2020	Limited Liability Company:
INDUSTRIAL VALVE MANUFACTURING LLC		09/14/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION
Street Address:	38 Fountain Square Plaza
Internal Address:	MD #10908F
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87904090	FLOWCO
Serial Number:	87904188	F
Registration Number:	2456492	CONSTANT FLOW
Registration Number:	2483890	VARIABLE LOAD
Registration Number:	2384617	C PAC TEST SYSTEM
Registration Number:	3433088	GO SYSTEM
Registration Number:	3568138	GO SYSTEM
Registration Number:	4558256	PMI
Registration Number:	4754329	BLACK SANDS

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2163485474*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:** 2163485400**Email:** ipmailbox@mcdonaldhopkins.com**Correspondent Name:** McDonald Hopkins LLC**Address Line 1:** 600 Superior Avenue, East, Suite 2100**Address Line 4:** Cleveland, OHIO 44114**ATTORNEY DOCKET NUMBER:** 10023-00465**NAME OF SUBMITTER:** Kimberly Hefner**SIGNATURE:** /Kimberly Hefner/**DATE SIGNED:** 09/14/2020**Total Attachments: 7**

source=9099055#page1.tif

source=9099055#page2.tif

source=9099055#page3.tif

source=9099055#page4.tif

source=9099055#page5.tif

source=9099055#page6.tif

source=9099055#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of September 14, 2020, is made by and among FLOWCO PRODUCTION SOLUTIONS, L.L.C., a Texas limited liability company (“**Flowco**”), PATRIOT ARTIFICIAL LIFT LLC, a Texas limited liability company (“**Patriot**”), FPS LOGISTICS, L.L.C., a Texas limited liability company (“**FPS Logistics**”), SPM COMPLETION SYSTEMS, LLC, a Texas limited liability company (“**SPM**”), FPS PROPERTIES LLC, a Texas limited liability company (“**FPS Properties**”), GAS LIFT PRODUCTION SOLUTIONS LLC, a Texas limited liability company (“**Gas Lift**”), and INDUSTRIAL VALVE MANUFACTURING LLC, a Texas limited liability company (“**Industrial Valve**”) (Flowco, Patriot, FPS Logistics, SPM, FPS Properties, Gas Lift and Industrial Valve are sometimes collectively referred to herein as the “**Grantor**”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION (the “**Lender**”).

WHEREAS, the Grantor has entered into a Credit Agreement dated as of September 14, 2020 (as may be amended, restated, supplemented, or modified from time to time, the “**Credit Agreement**”), with the Lender.

WHEREAS, under the terms of the Guaranty and Security Agreement dated as of September 14, 2020 (as may be amended, restated, supplemented, or modified from time to time), the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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.

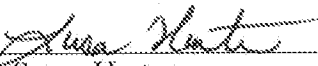
GRANTOR:

FLOWCO PRODUCTION SOLUTIONS, L.L.C.

By: 
Name: Susan Horton
Title: Chief Financial Officer

**PATRIOT ARTIFICIAL LIFT LLC
FPS LOGISTICS, L.L.C.
SPM COMPLETION SYSTEMS, LLC
FPS PROPERTIES LLC
GAS LIFT PRODUCTION SOLUTIONS LLC
INDUSTRIAL VALVE MANUFACTURING LLC**

By: **FLOWCO PRODUCTION SOLUTIONS,
L.L.C.**
as the Sole Member

By: 
Name: Susan Horton
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**

By: *Randy Gore*
Name: *Randy Gore*
Title: *Managing Director*

SCHEDULE 1

Patents and Patent Applications:

Company or Subsidiary that is the Owner of the IP	Description of IP	Filing Date	Application or Registration Number	Jurisdiction in which IP is Registered
Flowco Production Solutions, L.L.C.	Apparatus and method for securing end pieces to a mandrel	6/9/2020	10,677,027	US
Flowco Production Solutions, L.L.C.	Unibody bypass plunger and valve cage with sealable ports	6/2/2020	10,669,824	US
Flowco Production Solutions, L.L.C.	Internal Valve Plunger	2/4/2020	10,550,674	US
Flowco Production Solutions, L.L.C.	Dart Valves for Bypass Plungers	4/30/2019	10,273,789	US
Flowco Production Solutions, L.L.C.	Forged Flange Lubricator	3/5/2019	10,221,849	US
Flowco Production Solutions, L.L.C.	Modified C-Ring (Well Plunger Systems)	12/25/2018	10,161,230	US
Flowco Production Solutions, L.L.C.	Automatic Release Valve for a Bumper Spring	8/14/2018	10,047,589	US
Flowco Production Solutions, L.L.C.	Clutch Assembly for Bypass Plungers	5/8/2018	9,963,957	US
Flowco Production	Unitary Body Bypass Plunger	5/1/2018	9,957,785	US

Solutions, L.L.C.	and Valve Cage			
Flowco Production Solutions, L.L.C.	Latch for a Ball and Sleeve Plunger	5/1/2018	9,957,784	US
Flowco Production Solutions, L.L.C.	Bypass Plunger	4/24/2018	9,951,591	US
Flowco Production Solutions, L.L.C.	Unibody Bypass Plunger with Centralized Helix and Crimple Feature	3/13/2018	9,915,133	US
Flowco Production Solutions, L.L.C.	Split Bobbin Clutch for Bypass Plungers	1/16/2018	9,869,401	US
Flowco Production Solutions, L.L.C.	Dart Valve Assembly for a Bypass Plunger	6/13/2017	9,677,389	US
Flowco Production Solutions, L.L.C.	Robust Bumper Spring Assembly	4/18/2017	9,624,996	US
Flowco Production Solutions, L.L.C.	Forged Flange Lubricator	4/24/2018	2,919,781	CA
Flowco Production Solutions, L.L.C.	Dart Valve Assembly for a Bypass Plunger	1/9/2018	2,940,147	CA
Gas Lift Production Solutions LLC	Gas De-Watering Apparatus and Method	3/10/2009	7,500,525	US

Trademark and Trademark Applications:

Company or Subsidiary that is the Owner of the IP	Description of IP	Filing Date	Application or Registration Number
Flowco Production Solutions, L.L.C.	Flowco Mark	7/23/2019	87/904,090
Flowco Production Solutions, L.L.C.	Flowco	7/23/2019	87/904,188
Gas Lift Production Solutions LLC	Constant Flow	5/29/2001	2,456,492
Gas Lift Production Solutions LLC	Variable Load	8/28/2001	2,483,890
Gas Lift Production Solutions LLC	C-PAC TEST SYSTEM	9/12/2000	2,384,617
Gas Lift Production Solutions LLC	Go System	5/20/2008	3,433,088
Gas Lift Production Solutions LLC	Go System	1/27/2009	3,568,138
Downhole Completion Tools, LLC	PMI	7/1/2014	4,558,256
Downhole Completion Tools, LLC	Black Sands	6/16/2015	4,754,329

Copyrights and Copyright Applications:

None.