

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERTUS ENERGY SOLUTIONS, LLC		05/31/2021	Limited Liability Company: DELAWARE
CERTUS MANUFACTURING, LLC		05/31/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	2 Riverway, Suite 1400		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5312467	HZT	
Registration Number:	4989426	CERTATRACK	
Registration Number:	4984113	CERTASCAN	
Registration Number:	4609239	CES	
Registration Number:	4777772	CERTUS ENERGY SOLUTIONS	
Registration Number:	4874753	CERTUS ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3134.1811		

CH \$165.00 5312467

NAME OF SUBMITTER:	Nancy Pierce Graham
SIGNATURE:	/Nancy Pierce Graham/
DATE SIGNED:	06/03/2021
Total Attachments: 8 source=05. Intellectual Property Security Agreement EXECUTED#page1.tif source=05. Intellectual Property Security Agreement EXECUTED#page2.tif source=05. Intellectual Property Security Agreement EXECUTED#page3.tif source=05. Intellectual Property Security Agreement EXECUTED#page4.tif source=05. Intellectual Property Security Agreement EXECUTED#page5.tif source=05. Intellectual Property Security Agreement EXECUTED#page6.tif source=05. Intellectual Property Security Agreement EXECUTED#page7.tif source=05. Intellectual Property Security Agreement EXECUTED#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2021, but effective as of May 31, 2021, among COMERICA BANK (“Bank”), CERTUS ENERGY SOLUTIONS, LLC, a Delaware limited liability company, and CERTUS MANUFACTURING, LLC, a Texas limited liability company (each a “Grantor”, and collectively, “Grantors”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to RTS Operating Holdco, LLC and Rod and Tubing Services, LLC (collectively, “Borrowers”) in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and among Bank and Borrowers dated as of December 13, 2019 (as the same has been and may be amended, amended and restated, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used but not defined herein are used as defined in the Credit Agreement).

B. Pursuant to the Security Agreement dated as of December 13, 2019 (as supplemented by that certain Joinder Agreement, dated of even date herewith, made by the Grantors in favor of the Bank and as further amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by Debtors (as defined therein) in favor of Bank, Grantors have granted to Bank a continuing security interest in certain assets of Grantors, including all right, title and interest of Grantors in, to and under the Intellectual Property Collateral (as defined below) to secure the obligations of Grantors under the Credit Agreement and other Loan Documents.

C. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in the Intellectual Property Collateral to secure the obligations of the Loan Parties under the Credit Agreement and other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and other Loan Documents between Bank and Borrowers, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under the following (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto; each as defined below) (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”) whether now owned or hereafter arising or acquired:

- (1) each Copyright in which such Grantor has any interest;
- (2) each Patent in which such Grantor has any interest;
- (3) each Trademark in which such Grantor has any interest; and
- (4) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future infringement of any of the foregoing.

“Copyright” means any the following:

- (1) any copyright under the laws of any country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of any country,

including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Copyrights" in Schedule A hereto;

- (2) any reissue, renewal or extension thereof;
- (3) any claim for, or right to sue for, past or future infringement of any of the foregoing; and
- (4) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

"Patent" means any the following:

- (1) any letter patent and design letter patent of any country and all applications for letters patent and design letters patent of any country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Patents" in Schedule B hereto;
- (2) any reissue, division, continuation, continuation-in-part, renewal or extension thereof;
- (3) any claim for, or right to sue for, past or future infringement of any of the foregoing; and
- (4) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

"Trademark" means any of the following:

- (1) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable law;
- (2) the goodwill of the business symbolized thereby or associated with each of them;
- (3) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading "U.S. Trademark Registrations and Applications" in Schedule C;
- (4) any reissue, extension or renewal thereof;
- (5) any claim for, or right to sue for, past or future infringements of any of the foregoing; and
- (6) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof;

provided that Trademarks shall not include any United States intent-to-use trademark application 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.

This security interest is granted in conjunction with the security interest granted to Bank pursuant to the Security Agreement and the other Loan Documents. The rights and remedies of Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are in addition to those set forth in the Credit

Agreement and the other Loan Documents. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this agreement and the Credit Agreement or Security Agreement, the Credit Agreement or Security Agreement, as applicable, shall control.

Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

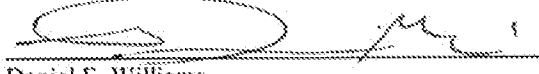
[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Certus Energy Solutions, LLC
Certus Manufacturing, LLC
4925 Greenville Avenue, Suite 1153
Dallas, Texas 75206

Fax: dwilliams@rtsinspection.com
Attn: Daniel Williams

CERTUS ENERGY SOLUTIONS, LLC
CERTUS MANUFACTURING, LLC

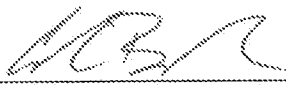
By: 
Daniel E. Williams
Chief Executive Officer
of each entity listed above

Address of Bank:

Comerica Bank
2 Riverway, Suite 1400
Houston, Texas 77056
Fax: _____
Attn: W. Cody Brackeen

BANK:

COMERICA BANK

By: 

W. Cody Brackeen
Vice President

IP SCHEDULE: CERTUS ENERGY SOLUTIONS, LLC AND CERTUS MANUFACTURING, LLC

SCHEDULE A

Copyrights

None.

IP SCHEDULE: CERTUS ENERGY SOLUTIONS, LLC AND CERTUS MANUFACTURING, LLC

SCHEDULE B


Issued Patents and Patent Applications

TITLE	Patent No./ Application No.	Status	Country	Issue Date/Filing Date	Owner/Applicant
TUBULAR COUPLING	9970576	Issued Patent	United States	May 15, 2018	CERTUS MANUFACTURING, LLC
TUBULAR COUPLING	9683684	Issued Patent	United States	June 20, 2017	CERTUS MANUFACTURING, LLC
TUBULAR COUPLING	16/136,980	Pending Patent Application	United States	September 20, 2018	CERTUS ENERGY SOLUTIONS, LLC
TUBULAR COUPLING	15/978,779	Pending Patent Application	United States	May 14, 2018	CERTUS ENERGY SOLUTIONS, LLC
TUBULAR COUPLING	3,008,029	Pending Patent Application	Canada	June 8, 2018	CERTUS ENERGY SOLUTIONS, LLC
TUBULAR COUPLING	3,018,226	Pending Patent Application	Canada	September 21, 2018	CERTUS ENERGY SOLUTIONS, LLC

IP SCHEDULE: CERTUS ENERGY SOLUTIONS, LLC AND CERTUS MANUFACTURING, LLC

SCHEDULE C

Trademarks

MARK	USPTO REGISTRATION/ SERIAL NO.	ISSUE DATE	REGISTRANT/ APPLICANT
HZT	5312467	October 17, 2017	Certus Manufacturing, LLC
CERTATRACK	4989426	June 28, 2016	Certus Energy Solutions
CERTASCAN	4984113	June 21, 2016	Certus Energy Solutions
	4609239	September 23, 2014	Certus Energy Solutions
CERTUS ENERGY SOLUTIONS	4777772	July 21, 2015	Certus Energy Solutions, LLC
CERTUS ENERGY SOLUTIONS	4874753	December 22, 2015	Certus Energy Solutions, LLC