

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ChampionX Corporation	FORMERLY Apergy Corporation	06/07/2022	Corporation:
Apergy ESP Systems, LLC		06/07/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	500 Stanton Christiana Road, NCC5, 1st Floor		
Internal Address:	Loan and Agency Services Group		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87718338	APERGY	
Serial Number:	90337019	OCULUS	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	brian.lee@weil.com		
Correspondent Name:	Angela Estrada		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Angela Estrada		
SIGNATURE:	/Angela Estrada/		
DATE SIGNED:	06/08/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of June 7, 2022 (this “*Agreement*”), between CHAMPIONX CORPORATION, APERGY ESP SYSTEMS, LLC (together, the “*Grantors*” and, each a “*Grantor*”) and JPMorgan Chase Bank, N.A. (“*JPMCB*”), as Administrative Agent.

Reference is made to (a) that certain Amended and Restated Credit Agreement, dated as of June 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among, *inter alios*, ChampionX Corporation, a Delaware corporation (the “*Borrower*”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent and (b) that certain Guarantee and Collateral Agreement, dated as of May 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), between the Borrower, the Guarantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the “*Trademark Collateral*”).

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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 other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS 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 AGREEMENT SHALL BE GOVERNED BY,
AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHAMPIONX CORPORATION,
as Grantor

Kenneth M. Fisher

By: _____

Name: Kenneth M. Fisher

Title: Executive Vice President and Chief
Financial Officer

APERGY ESP SYSTEMS, LLC,
as Grantor

By: _____

Name: Daniel T. Erdman

Title: Vice President and Treasurer


CHAMPIONX CORPORATION,
as Grantor

By:

Name: Kenneth M. Fisher
Title: Executive Vice President and Chief
Financial Officer

APERGY ESP SYSTEMS, LLC,
as Grantor

By:



Name: Daniel T. Erdman
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:



Name: Arina Mavilian
Title: Executive Director

SCHEDULE I

Trademarks

Registered Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
Apergy Corporation ¹	APERGY	87718338 12/12/2017	6456006 08/17/2021
Apergy ESP Systems, LLC	OCULUS	90337019 11/23/2020	6732828 05/24/2022

¹ Prior name of ChampionX Corporation.