

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRILLTEC PARENT HOLDING CORPORATION		11/01/2022	Corporation: DELAWARE
DRILLTEC ACQUISITION HOLDING CORPORATION		11/01/2022	Corporation: DELAWARE
DRILLTEC TECHNOLOGIES CORPORATION		11/01/2022	Corporation: DELAWARE
DRILLTEC PATENTS & TECHNOLOGIES CORPORATION		11/01/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Associated Bank, National Association
Street Address:	202 Snelling Avenue North
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55104
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1461655	DRILLTEC
Registration Number:	1433532	DRILLTEC
Registration Number:	2365114	ACT
Registration Number:	2455792	PROCADD

CORRESPONDENCE DATA

Fax Number:

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.

Email: tadmin@reinhartlaw.com

Correspondent Name: Daniel E. Kattman

Address Line 1: 1000 N. Water Street

Address Line 2: Suite 1700

Address Line 4: Milwaukee, WISCONSIN 53202

CH \$115.00 1461655

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	11/01/2022
Total Attachments: 9 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 1, 2022, is made by and among the parties that are listed on the signature pages hereof as debtors or that from time to time become parties hereto as debtors (collectively, the "Debtors" and individually each a "Debtor"); and ASSOCIATED BANK, NATIONAL ASSOCIATION in its capacity as agent for the Lender Parties (as defined in the Agreement referred to below) (in such capacity, the "Secured Party").

RECITALS

A. The Debtors, the Secured Party and the various lenders party thereto (the "Lenders"), are entering into a Credit Agreement, dated as of November 1, 2022 (the "Credit Agreement").

B. Reference is made to that certain Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"), among the Debtors and the Secured Party, which secures the Liabilities (as defined in the Security Agreement) as provided in the Security Agreement;

C. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Lender Parties, a security interest in substantially all of the assets of the Debtors, including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired trademarks, trademark applications and all products and proceeds thereof, to secure the payment of the Liabilities; and

D. The Secured Party and the Lender Parties require, as a condition of entering into the Credit Agreement, that the Debtors execute and deliver this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby grant to the Secured Party, for the benefit of the Lender Parties, to secure the Liabilities, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

1. Each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule A attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. Each trademark license, including, without limitation, each trademark license listed on Schedule A, together with all goodwill associated therewith; and

3. All products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule A, any trademark issued pursuant to a trademark application referred to in Schedule A and any trademark licensed under any trademark license listed on Schedule A.

This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Lender Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and agree that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee County or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Lender Parties, have executed this Agreement as of the day and year first above written.

DEBTORS:

DRILLTEC PARENT HOLDING CORPORATION

By: Tim O'Grady

Name: Tim O'Grady
Title: CEO and President

DRILLTEC ACQUISITION HOLDING CORPORATION

By: Tim O'Grady

Name: Tim O'Grady
Title: CEO and President

DRILLTEC TECHNOLOGIES CORPORATION

By: Tim O'Grady

Name: Tim O'Grady
Title: CEO and President

DRILLTEC PATENTS & TECHNOLOGIES CORPORATION

By: Tim O'Grady

Name: Tim O'Grady
Title: CEO and President

SECURED PARTY:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Lender Parties, have executed this Agreement as of the day and year first above written.

DEBTORS:

DRILLTEC PARENT HOLDING
CORPORATION

By: _____

Name: Tim O'Grady
Title: CEO and President

DRILLTEC ACQUISITION HOLDING
CORPORATION

By: _____

Name: Tim O'Grady
Title: CEO and President

DRILLTEC TECHNOLOGIES CORPORATION

By: _____

Name: Tim O'Grady
Title: CEO and President


DRILLTEC PATENTS & TECHNOLOGIES
CORPORATION

By: _____

Name: Tim O'Grady
Title: CEO and President

SECURED PARTY:

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By:  _____

Name: NICHOLAS MYEM
Title: SENIOR VICE PRESIDENT

Schedule A

Mark	Reg. Date	Reg. No.	Filing Date
DRILLTEC & Design (Triangle)	02-07-2011	3262452	12-21-2007
ACT	07-14-2011	3207192	11-09-1998
PROCADD	03-21-2011	3206942	12-03-1998
ESP-S	04-11-2011	3206943	05-03-2010
DRILLTEC & Design (Triangle)	02-26-1999	786863	02-26-1999
DRILLTEC ACT	03-02-1999	787172	03-02-1999
PROCADD	11-05-1998	777529	11-05-1998
DRILLTEC & Design (Triangle)	12-07-1998	780348	12-07-1998
DRILLTEC & Design (Triangle)	05-03-1999	181921	03-01-1999
DRILLTEC	05-04-2004	217088	03-02-1999
DRILLTEC & Design (Triangle)	04-10-1999	25438	04-10-1999
DRILLTEC	04-10-1999	25439	04-10-1999
DRILLTEC & Design (Triangle)	09-16-2003	821582682	04-29-1999
DRILLTEC & Design (Triangle)	09-16-2003	821582666	04-29-1999
DRILLTEC & Design (Triangle)	06-05-2007	825170028	12-17-2002
DRILLTEC & Design (Triangle)	09-16-2003	200038370	05-26-2003
DRILLTEC	04-15-2003	821582658	04-29-1999
DRILLTEC	08-24-2004	821582674	04-29-1999
DRILLTEC	06-05-2007	825170036	12-17-2002
DRILLTEC	10-06-2009	829108742	05-02-2007
ACT	02-25-2004	821206575	11-11-1998
PROCADD	06-25-2002	821229737	11-25-1998
DRILLTEC & Design (Triangle)	07-07-1999	KH1184199	05-11-1999
DRILLTEC	07-07-1999	KH1184099	05-11-1999
DRILLTEC Design	09-26-2000	TMA533506	03-04-1999
DRILLTEC	12-13-2000	TMA538648	03-04-1999
ACT	09-19-2001	TMA551106	11-05-1998
PROCADD	09-20-2001	TMA551180	11-17-1998
DRILLTEC & Design (Triangle)	02-20-2001	1527311	04-02-1999
DRILLTEC & Design (Triangle)	03-07-2001	1532848	10-12-1999
DRILLTEC	02-20-2001	1527312	04-02-1999
DRILLTEC	03-07-2001	1532847	10-12-1999

ACT (cl 017)	06-14-2016	16580807	03-27-2015
ACT (cl 020)	06-21-2016	16580806	03-27-2015
DRILLTEC.CN (Chinese Characters)			
DRILLTEC & Design (Triangle)	04-19-2000	224190	03-04-1999
DRILLTEC	04-19-2000	224191	03-04-1999
ACT	06-26-2000	224940	11-09-1998
PROCADD	06-26-2000	224953	11-23-1998
DRILLTEC & Design (Triangle)	04-17-2000	001100619	03-09-1999
DRILLTEC	03-26-2001	001100593	03-09-1999
ACT	05-29-2000	000983338	11-09-1998
PROCADD	05-29-2000	000996777	11-19-1998
DRILLTEC & Design (Triangle) (Red)	10-06-1981	DE1023686	04-09-1981
DRILLTEC & Design (Triangle)	03-02-2000	159907	03-05-1999
DRILLTEC	09-08-2000	161726	03-25-1999
ACT	11-10-1998	160118	11-10-1998
PROCADD	11-20-1998	161881	11-20-1998
DRILLTEC & Design (Triangle)	09-23-2006	844068	03-08-1999
DRILLTEC	09-13-2005	844070	03-08-1999
DRILLTEC & Design (Triangle)	06-15-2005	IDM000041405	03-22-1994
DRILLTEC & Design (Triangle)	08-13-2004	IDM000014346	02-24-1995
DRILLTEC device	05-30-2005	IDM000040247	06-20-1994
ACT	07-25-2000	IDM000293233	12-10-1998
PROCADD	08-18-2000	IDM000293232	12-29-1998
DRILLTEC	12-18-2003	IDM000383814	11-07-2002
DRILLTEC	07-06-2005	IDM000042168	11-07-2002
DRILLTEC	07-06-2005	IDM000042169	11-07-2002
DRILLTEC & Design (Triangle)	07-31-1996	3181270	05-31-1993
DRILLTEC & Design (Triangle)	06-28-1996	3165819	05-31-1993
DRILLTEC	05-25-2001	4476893	05-18-1999
ECONO-RAP	04-22-2005	4859787	09-10-2004
LE-RAP	04-22-2005	4859788	09-10-2004
ESP-EXTRA	04-25-1997	3295783	04-17-1992
DRILLTEC & Design (Triangle)	05-25-2001	4476892	05-18-1999
ESP	09-22-2000	4419865	08-19-1996
ACT	04-07-2000	4374712	11-11-1998

PROCADD	06-15-2001	4482874	11-24-1998
RAP LPS	10-26-2007	5086730	12-24-2004
DRILLTEC & Design (Triangle)	07-14-1999	18481	05-14-1999
DRILLTEC	07-14-1999	18480	05-14-1999
DRILLTEC & Design (Triangle)	02-27-1999	99001612	02-27-1999
DRILLTEC & Design (Triangle)	02-27-1999	99001613	02-27-1999
DRILLTEC	03-03-1999	99001720	03-03-1999
DRILLTEC	03-03-1999	99001721	03-03-1999
ACT	11-24-2007	98012966	11-07-1998
PROCADD	05-23-2007	98013341	11-17-1998
DRILLTEC & Design (Triangle)	03-24-2000	646065	03-26-1999
DRILLTEC	04-26-2000	651138	03-26-1999
ACT	06-30-2000	662535	11-09-1998
PROCADD	03-26-1999	603717	11-30-1998
ESP-S	09-30-1999	626813	03-11-1999
STP	12-01-1999	635304	03-26-1999
DRILLTEC & Design (Triangle)	08-31-2000	204370	04-06-1999
DRILLTEC	08-31-2000	204371	04-06-1999
ACT	05-06-1999	197411	11-06-1998
PROCADD	09-08-1999	199230	11-18-1998
DRILLTEC & Design (Triangle)	03-16-2005	19569	03-03-1999
DRILLTEC & Design (Triangle)	09-21-2005	30709	06-09-2003
DRILLTEC	05-04-2004	19577	03-03-1999
DRILLTEC	09-21-2005	30708	06-09-2003
ACT	05-24-2006	19008	11-08-1998
PROCADD	05-24-2006	19072	11-18-1998
DRILLTEC & Design (Triangle)	09-20-2004	153553	03-05-1999
DRILLTEC	12-16-2004	154981	05-06-1999
DRILLTEC & Design (Triangle)	03-16-2005	20102	02-28-1999
DRILLTEC	03-16-2005	20138	03-03-1999
ACT	02-22-2005	19660	11-11-1998
PROCADD	03-08-2005	19702	11-18-1998
DRILLTEC & Design (Triangle)	12-30-2003	261187	10-17-2001
ACT	12-28-2016	600456	03-27-2015
DRILLTEC & Design (Triangle)	10-11-2000	142000395(54366)	04-28-1999

DRILLTEC & Design (Triangle)	10-11-2000	54367	04-28-1999
DRILLTEC	10-18-2000	142000396(54453)	04-28-1999
DRILLTEC	10-18-2000	142000397(54454)	04-28-1999
ACT	02-27-2000	141905241	11-08-1998
PROCADD	06-28-2000	141906115	11-30-1998
DRILLTEC & Design (Triangle)	03-03-1999	T9902065H	03-03-1999
DRILLTEC & Design (Triangle)	03-03-1999	T9902064Z	03-03-1999
DRILLTEC & Design (Triangle)	03-03-1999	T9902066F	03-03-1999
DRILLTEC	03-04-1999	T9902136J	03-04-1999
DRILLTEC	03-04-1999	T9902135B	03-04-1999
DRILLTEC	03-04-1999	T9902137I	03-04-1999
ACT	05-11-1998	T9811208G	05-11-1998
PROCADD	06-18-1998	T9812088H	06-18-1998
DRILLTEC & Design (Triangle)	04-30-1999	Kor107981	04-30-1999
DRILLTEC & Design (Triangle)	04-30-1999	Kor122145	04-30-1999
DRILLTEC	04-29-1999	Kor118074	04-30-1999
DRILLTEC	04-30-1999	Kor113756	04-30-1999
DRILLTEC & Design (Triangle)	10-15-2004	43638	10-25-2001
DRILLTEC & Design (Triangle)	01-19-2003	30864	04-14-1999
DRILLTEC & Design (Triangle)	10-08-2000	30865	04-14-1999
DRILLTEC	12-05-1999	30862	04-14-1999
DRILLTEC	10-08-2000	30863	04-14-1999
ACT	10-15-2000	30860	04-14-1999
PROCADD	10-08-2000	30861	04-14-1999
DRILLTEC & Design (Triangle)	04-17-2000	UK00901100619	03-09-1999
DRILLTEC & Design (Triangle)	12-24-1985	1177031	06-18-1982
DRILLTEC	03-26-2001	UK00901100593	03-09-1999
ACT	05-29-2000	UK00900983338	11-09-1998
PROCADD	05-29-2000	UK00900996777	11-19-1998
DRILLTEC & Design (Triangle)	10-20-1987	1461655	09-19-1985
DRILLTEC	03-24-1987	1433532	04-09-1982
ACT	07-04-2000	2365114	05-11-1998
PROCADD	05-29-2001	2455792	06-18-1998
ACT	09-10-1999	214979	11-10-1998

DRILLTEC & Design (Triangle)	05-05-1999	34960	05-05-1999
DRILLTEC	05-05-1999	34959	05-05-1999

Drilltec also owns the domain DRILLTEC.HK in Hong Kong