

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRIFFIN PUMP & INTEGRITY, LLC		12/01/2022	Limited Liability Company: DELAWARE
GRIFFIN DEWATERING, LLC		12/01/2022	Limited Liability Company: DELAWARE
GRIFFIN PUMP & EQUIPMENT, LLC		12/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GRAYCLIFF MEZZANINE III (SBIC) LP, as Collateral Agent
Street Address:	500 Fifth Avenue, 47th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10110
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2222338	AQUASPADE
Registration Number:	2222339	SPEEDFAST
Registration Number:	2616135	
Registration Number:	2629606	
Registration Number:	2682084	
Registration Number:	2616136	
Registration Number:	2616137	
Registration Number:	2596274	

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

TRADEMARK

Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 048925.000004

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/01/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 1st day of December, 2022, by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, the “Grantors”), in favor of GRAYCLIFF MEZZANINE III (SBIC) LP, in its capacity as collateral agent (the “Collateral Agent”) for the Lenders defined below.

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Loan Agreement”) among the Grantors and certain Affiliates of the Grantors (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and Collateral Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Collateral Agent for its benefit and for the ratable benefit of each Secured Party, and hereby grants pursuant to the Loan Agreement of a continuing security interest in and Lien on all of each Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of each Grantor’s copyrights and copyright applications (collectively, “Copyrights”), including without limitation those referred to on Schedule 1 hereto;

(b) all of each Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of each Grantor’s trademarks, trademark applications, service marks, trade names (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto; provided, that, the IP Collateral 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 application under applicable federal law;

(d) all reissues, continuations, renewals or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by each Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Collateral Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Collateral Agent and Lenders as follows: Schedule 1 hereto accurately lists all United States registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of such Grantor identified by an update to Schedule 5.9 to the Loan Agreement delivered in accordance with Section 9.17 of the Loan Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

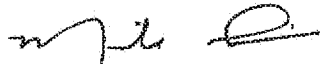
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

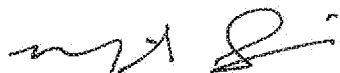
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

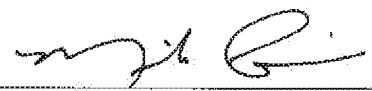
GRIFFIN PUMP & INTEGRITY, LLC

By: 
Name: Mike Sullivan
Title: Vice President and Secretary

GRIFFIN DEWATERING, LLC

By: 
Name: Mike Sullivan
Title: Vice President and Secretary

GRIFFIN PUMP & EQUIPMENT, LLC

By: 
Name: Mike Sullivan
Title: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

<u>Patent</u>	<u>Patent Number</u>	<u>Inventor/Record Owner</u>	<u>Date of Registration/Issue Date</u>
PIG RECEIVER ASSEMBLY	Application Number: 12/754,518 Grant Number: 8,689,384	Griffin Pump & Integrity, LLC	4/8/2014
PIG RECEIVER ASSEMBLY	Application Number: 12/795,576 Grant Number: 8,312,584	Griffin Pump & Integrity, LLC	11/20/2012
PIG RECEIVER ASSEMBLY	Application Number: 13/535,033 Grant Number: 9,310,016	Griffin Pump & Integrity, LLC	4/12/2016
PIG RECEIVER ASSEMBLY	Application Number: 13/688,750 Grant Number: 8,701,234	Griffin Pump & Integrity, LLC	4/22/2014
PIG RECEIVER ASSEMBLY	Application Number: 14/278,281 Grant Number: 9,593,794	Griffin Pump & Integrity, LLC	3/14/2017
PIG RECEIVER ASSEMBLY	Application Number: 14/621,087 Grant Number: 9,518,693	Griffin Pump & Integrity, LLC	12/13/2016
PIG RECEIVER ASSEMBLY	Application Number: 15/071,345 Grant Number: 10,197,205	Griffin Pump & Integrity, LLC	2/5/2019

II. Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Company</u>
AQUASPADE	2222383	February 9, 1999	Griffin Dewatering, LLC
SPEEDFAST	2222339	February 9, 1999	Griffin Dewatering, LLC
Miscellaneous Design (color red – Hydraulic and pneumatic machine parts, namely, control valves and fittings sold therewith as a unit, for use in vacuum lines for use in groundwater removal system and equipment)	2616135	September 10, 2002	Griffin Dewatering, LLC
Miscellaneous Design (color red – header saddles for vacuum lines)	2629606	July 1, 1998	Griffin Dewatering, LLC
Miscellaneous Design (color red – pumping equipment, namely portable pumps, power plants connected to pumps, trailers and skids for pumps and trailers and skid mounted pump equipment)	2682084	July 1, 1998	Griffin Dewatering, LLC
Miscellaneous Design (color red – lining and stippling statement)	2616136	July 1, 1998	Griffin Dewatering, LLC
Miscellaneous Design (color red – lining and stippling statement)	2616137	July 1, 1998	Griffin Dewatering, LLC
Miscellaneous Design (color red for wellpoints)	2596274	August 7, 2000	Griffin Dewatering, LLC

III. Copyright and Copyright Applications

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
The Hydraulically Driven Submersible Pump System	VA0000948807	February 5, 1999	Griffin Pump & Equipment, LLC