

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covenant Testing Technologies, LLC		10/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1900 N. Akard Street, Floor 03		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6761172	BROTHER'S KEEPER	
Registration Number:	6760671	BK BROTHER'S KEEPER	
Registration Number:	6283869	EXODUS	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		
DATE SIGNED:	10/23/2023		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated as of October 20, 2023, by and between **COVENANT TESTING TECHNOLOGIES, LLC**, a Delaware limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Revolving Credit Agreement dated as of August 4, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Stuart Petroleum Testers, LLC, a Texas limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Pledge and Security Agreement dated August 4, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which, among other things, provides for a grant of a security interest in substantially all of the personal property and other assets of the Grantor and a pledge of the equity interests owned by the Grantor, subject to customary limitations, as security for the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, on behalf of the Secured Parties, this IP Security 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL.** The Grantor hereby grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (referred to in this IP Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “IP Collateral”):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, in each case, owned by the

Grantor, and the goodwill of the business symbolized by the foregoing, including those referred to on Schedule I attached hereto;

(b) all patents and patent applications owned by the Grantor, including those set forth on Schedule II attached hereto;

(c) all inventions and improvements described in the foregoing and claimed therein;

(d) all licenses of the foregoing to which the Grantor is a party, whether as licensee or licensor;

(e) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(f) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(g) all rights of the Grantor against third parties to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(h) all rights corresponding to any of the foregoing throughout the world.

3. SECURITY FOR SECURED OBLIGATIONS. This IP Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Loan Parties, or any of them, to the Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the Security Interest in the IP 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. To the extent there is any inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks and/or patents, the provisions of this IP Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademarks and/or patents or renewal or extension of any trademark and/or patent registration in accordance with Section 4.7 of the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative

Agent unilaterally to modify this IP Security Agreement by amending Schedule I and/or Schedule II to include any such new trademark and/or patent rights of the Grantor in accordance with Section 4.7 of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule I and/or Schedule II shall in any way affect, invalidate or detract from the Administrative Agent's or the other Secured Parties' continuing security interest in all Collateral (including the IP Collateral), whether or not listed on Schedule I and/or Schedule II.

6. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

7. RELEASE. Upon the consummation of any disposition of IP Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and as requested by the Grantor, the Administrative Agent shall execute and deliver to the Grantor upon receipt of an officer's certificate certifying that such disposition, transaction or event was permitted thereunder, all documents that the Grantor shall reasonably request to evidence such termination of security interest or release, and shall file (or authorize the Grantor or its designee to file) any termination statements under applicable law, including filings with the United States Patent and Trademark Office.

8. GOVERNING LAW. **THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

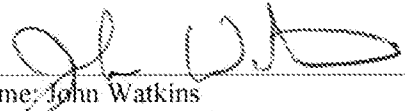
**COVENANT TESTING TECHNOLOGIES,
LLC**

By: 

Name: James Stewart


Title: Chief Executive Officer

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

By: 
Name: John Watkins
Title: Authorized Officer

SCHEDULE I
to
IP SECURITY AGREEMENT

Registered Trademarks

Trademark	Country	Reg. Date	Reg. No.	Grantor
BROTHER'S KEEPER	United States	10/10/2018	6761172	Covenant Testing Technologies, LLC
BK BROTHER'S KEEPER  BROTHER'S KEEPER	United States	10/10/2018	6760671	Covenant Testing Technologies, LLC
EXODUS	United States	5/29/2019	6283869	Covenant Testing Technologies, LLC

SCHEDULE II
to
IP SECURITY AGREEMENT

Registered Patents

Patent Title	Country	Patent Date	Application No.	Patent No.	Grantor
Well Production Separation Systems and Methods	United States	07/21/2020	16/804,250	US – 10717026-B1	Covenant Testing Technologies, LLC
Well Fluid Management Systems and Methods	United States	12/20/2022	16/846,243	US – 11530944-B1	Covenant Testing Technologies, LLC