# CH \$190.00 483912

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM484563

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ENCINA BUSINESS CREDIT, LLC		07/31/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ANCHOR DRILLING FLUIDS USA, LLC	
Street Address:	11700 Katy Freeway	
Internal Address:	Suite 200	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77079	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Registration Number:	4839121	ANCHOR	
Registration Number:	4737380	ANCHOR	
Registration Number:	4735566	ANCHOR DRILLING FLUIDS	
Registration Number:	4879290	ALL IN. EVERY WELL.	
Registration Number:	4822825	CLEARPLEX COMPLETE	
Registration Number:	4822823	CLEARPLEX I	
Registration Number:	4822824	CLEARPLEX II	

### **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:** astark@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com

Correspondent Name: Alexander Stark

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 22153-003

TRADEMARK REEL: 006403 FRAME: 0558

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NAME OF SUBMITTER:	Alexander Stark		
SIGNATURE:	/Alexander Stark/		
DATE SIGNED:	08/02/2018		
Total Attachments: 4			
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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of July 31, 2018 is made by ENCINA BUSINESS CREDIT, LLC, as agent for the Lenders party from time to time to the Security Agreement referred to below (together with its successors and assigns in such capacity, "Agent"), in favor of ANCHOR DRILLING FLUIDS USA, LLC, a Delaware limited liability company (the "Company"), pursuant to that certain Security Agreement, dated as of November 21, 2017, between the Company and Agent (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Security Agreement").

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Security Interests (First Lien) in Trademarks, dated as of November 21, 2017, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Company granted to the Agent for the benefit of the Lenders, a security interest in all of the Company's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the trademarks, service marks and trademark and service mark registrations and applications set forth on <u>Schedule A</u> attached hereto, together with the goodwill of the business symbolized thereby (the "<u>Released Trademarks</u>");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on November 29, 2017, at Reel/Frame No. 6215/0796; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement and the Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its security interest in all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. <u>Termination</u>. The Agent hereby terminates and cancels the Trademark Security Agreement.

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SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Follows On Next Page.]

TRADEMARK
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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

ENCINA BUSINESS CREDIT, LLC,

as Agent

By: <u>Ways</u> aligus
Name: Tracy Salyers
Title: Sal

Title: Senior Vice President

# SCHEDULE A

## U.S. Trademark Applications and Registrations

Owner	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Anchor Drilling Fluids USA, LLC	ANCHOR	85/749071	4839121	10/9/12	10/27/2015
Anchor Drilling Fluids USA, LLC	ANCHOR	85/983278	4737380	10/9/12	5/19/2015
Anchor Drilling Fluids USA, LLC	ANCHOR DRILLING FLUIDS	85/539883	4735566	02/10/12	5/12/2015
Anchor Drilling Fluids USA, LLC	ALL IN. EVERY WELL.	86/141675	4879290	12/12/13	1/5/2016
Anchor Drilling Fluids USA, LLC	CLEARPLEX COMPLETE	86/141722	4822825	05/13/14	9/29/2015
Anchor Drilling Fluids USA, LLC	CLEARPLEX I	86/141700	4822823	05/13/14	9/29/2015
Anchor Drilling Fluids USA, LLC	CLEARPLEX II	86/141705	4822824	05/13/14	9/29/2015

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**RECORDED: 08/02/2018**