

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENTRANS INTERNATIONAL, LLC		11/01/2018	Limited Liability Company: DELAWARE
Serva Corporation		11/01/2018	Corporation: TEXAS
Heil Trailer International, LLC		11/01/2018	Limited Liability Company: DELAWARE
Serva Group LLC		11/01/2018	Limited Liability Company: DELAWARE
Polar, LLC		11/01/2018	Limited Liability Company: MINNESOTA
Polar Tank Trailer, LLC		11/01/2018	Limited Liability Company: MINNESOTA
PSC Custom, LLC		11/01/2018	Limited Liability Company: TEXAS
SG Holdings I LLC		11/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3062976	GOING THE EXTRA MILE FOR YOU!
Registration Number:	3890740	SIEBERT WIND
Registration Number:	3421862	SERVAVIEW
Registration Number:	3471581	ACM
Registration Number:	3862800	SERVA
Registration Number:	1608152	POLAR
Registration Number:	5320633	JARCO
Registration Number:	5320620	JARCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5384674	FLEET DUTY
Registration Number:	5384676	FLEET DUTY
Registration Number:	5308054	ULTRALAST
Registration Number:	4965644	
Registration Number:	4965645	ENTRANS
Registration Number:	4842410	IMAST
Registration Number:	4837920	IMILL
Registration Number:	4687499	HEIL TRAILER
Registration Number:	4686974	HEIL TRAILER
Registration Number:	5036786	FACET
Serial Number:	87794608	HEIL TANK SERVICE
Serial Number:	87794616	HEIL TANK SERVICE
Serial Number:	88043381	TANK PRO
Registration Number:	1669340	SPROUT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.00002

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 11/02/2018

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of November 1, 2018, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ENTRANS INTERNATIONAL, LLC, a Delaware limited liability company, and ENTRANS INTERMEDIATE HOLDING, LLC, a Delaware limited liability company, have entered into the Term Loan Credit Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND

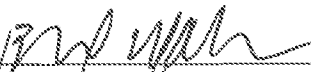
WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


ENTRANS INTERNATIONAL, LLC

By: 
Name: Brad Walker
Title: Chief Financial Officer

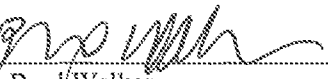
SERVA CORPORATION

By: 
Name: Brad Walker
Title: Chief Financial Officer

HEIL TRAILER INTERNATIONAL, LLC

By: 
Name: Brad Walker
Title: Chief Financial Officer

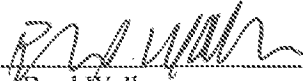
SERVA GROUP LLC

By: 
Name: Brad Walker
Title: Vice President

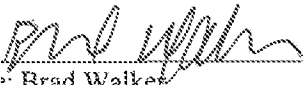
POLAR, LLC

By: 
Name: Brad Walker
Title: Chief Financial Officer

POLAR TANK TRAILER, LLC

By: 
Name: Brad Walker
Title: Chief Financial Officer

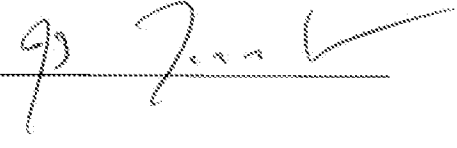
PSC CUSTOM, LLC

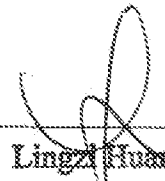
By: 
Name: Brad Walker
Title: Chief Financial Officer

SG HOLDINGS I LLC

By: 
Name: Brad Walker
Title: Chief Financial Officer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Collateral Agent

By: _____ 
Name:
Title:

By: _____ 
Name: **Lingzi Huang**
Title: **Authorized Signatory**

Schedule A

Patent Collateral

<u>Company</u>	<u>Patent</u>	<u>Registration No./ Application No.</u>	<u>Registration Date / Filing Date</u>
Serva Corporation	AUTOMATICALLY ADJUSTING ANNULAR JET MIXER	6802638	10/12/2004
Serva Corporation	AUTOMATICALLY ADJUSTING ANNULAR JET MIXER	7029165	4/18/2006
Serva Corporation	CEMENT MIXING SYSTEM FOR OIL WELL CEMENTING	6749330	6/15/2004
Heil Trailer International, LLC	CONTAINER HAVING INTERNAL BULKHEAD	7475910	1/13/2009
Heil Trailer International, LLC	COOLING SYSTEM FOR PNEUMATIC UNLOADING OF CONTAINER	6726409	4/27/2004
Serva Corporation	FIRST IN FIRST OUT HYDRATION TANKS *Will lapse without renewal on 5/29/2019*	7223013	5/29/2007
Serva Corporation	GEL MIXING SYSTEM	7419296	9/2/2008
Serva Corporation	GEL MIXING SYSTEM	7581872	9/1/2009
Serva Group LLC	GRIPPER FOR COILED TUBING INJECTIONS (CONTINUATION OF 12/550,067)	8267183	9/18/2012
Serva Group LLC	GRIPPER FOR COILED TUBING INJECTIONS	8191620	6/5/2012
Heil Trailer International, LLC	LAND AND SEA TRANSPORT SYSTEM FOR PARTICULATE MATERIALS	7278811	10/9/2007
Serva Corporation	METERING VALVE	6789565	9/14/2004
Serva Corporation	METERING VALVE	6994100	2/7/2006
Serva Group LLC	MOBILE BLENDING APPARATUS	6644844	11/11/2003
Heil Trailer International, LLC	TANK TRAILER CONSTRUCTION	6457630	10/1/2002
Heil Trailer International, LLC	Tank trailer having integrated heat panels	14/467,763	8/25/2014
Heil Trailer International, LLC	TRANSPORT CONTAINER HAVING COMPARTMENTS THAT CAN BE INDIVIDUALLY PRESSURIZED	6948887	9/27/2005

Heil Trailer International, LLC	Undercarriage fairings for trailers *Will lapse without renewal on 2/4/2019*	8944490	2/3/2015
Heil Trailer International, LLC	USE OF INERT GAS IN TRANSFER OF COMMUNUTED PRODUCT TO TANK	6079461	6/27/2000
Serva Corporation	VARIABLE DISPLACEMENT RECIPROCATING PUMP	7811064	10/12/2010
Serva Corporation	VARIABLE DISPLACEMENT RECIPROCATING PUMP (CONTINUATION OF 11/206,731)	8668466	3/11/2014
Polar Tank Trailer, LLC	AUTOMATICALLY DEPLOYING LIFT AXLE CONTROL SYSTEM	15/190,590	6/23/2016
Polar Tank Trailer, LLC	INSULATED REAR HEAD FOR TRANSPORT TANK AND/OR STORAGE TANK	15/287,183	10/6/2016
Polar Tank Trailer, LLC	Drain spout for sanitary trailers	15/089,641	4/4/2016
Serva Group LLC	METHOD FOR DETERMINING ABSOLUTE DENSITY OF CEMENT SLURRY	7614276	11/10/2009
Serva Group LLC	METHOD FOR DETERMINING ABSOLUTE DENSITY OF CEMENT SLURRY	7,600,414	10/13/2009
Serva Group LLC	STRAIGHT THROUGH CEMENT MIXER	8,192,070	6/5/2012
Serva Group LLC	STRAIGHT THROUGH CEMENT MIXER	8,215,823	7/10/2012
Serva Group LLC	STRAIGHT THROUGH CEMENT MIXER	8,511,887	8/20/2013
Heil Trailer International Co.	Container For Particulate Material	9,266,459	2/23/2016
Heil Trailer International, LLC	AERODYNAMIC FAIRINGS FOR TRAILERS *Will lapse without renewal on 7/29/2019*	9,090,294	7/28/2015
Heil Trailer International Co.	MULTI-MATERIAL TANK TRAILER BODY	9,566,892	2/14/2017
Serva Group LLC	HOUSING FOR HI-PRESSURE FLUID APPLICATIONS	9,989,053	6/5/2018
Heil Trailer International Co.	TRAILER FAIRING ACCESS PANEL	9,656,699	5/23/2017
Heil Trailer International Co.	CONTAINER FOR PARTICULATE MATERIAL	9,527,423	12/27/2016
SG Holdings I LLC	COILED TUBING MAST AND METHOD OF SERVICING A WELL	15/106,619	12/23/2014
Polar Tank Trailer, LLC	AUTOMATIC PRODUCT PUMP DRIVE AND CONTROLLED AREA NETWORK SYSTEM FOR VEHICLES	10,065,552	9/4/2018

Heil Trailer International Co.	COMPOSITE LPG TANK TRAILER	15/649,928	7/14/2017
Serva Group LLC	HOUSING FOR HIGH-PRESSURE FLUID APPLICATIONS	15/991,618	5/29/2018

Schedule B

Trademark Collateral

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Heil Trailer International, LLC	GOING THE EXTRA MILE FOR YOU! and Design 	3,062,976	2/28/2006
Heil Trailer International, LLC	SIEBERT WIND and Design 	3,890,740	12/14/2010
Serva Corporation	SERVAVIEW and Design 	3,421,862	5/6/2008
Serva Corporation	ACM and Design 	3,471,581	7/22/2008
Serva Group LLC	SERVA and Design 	3,862,800	10/19/2010
Polar, LLC	POLAR	1608152	7/31/1990
PSC Custom, LLC	JARCO and Design 	5320633	10/31/2017
PSC Custom, LLC	JARCO and Design 	5320620	10/31/2017
Heil Trailer International, LLC	FLEET DUTY and Design 	5384674	1/23/2018
Heil Trailer International, LLC	FLEET DUTY and Design 	5384676	1/23/2018
Serva Group LLC	ULTRALAST and Design 	5308054	10/10/2017

EnTrans International, LLC		4965644	5/24/2016
EnTrans International, LLC	ENTRANS and Design ENTRANS	4965645	5/24/2016
SG Holdings I LLC	IMAST and Design IMAST	4842410	10/27/2015
SG Holdings I LLC	IMILL and Design IMILL	4837920	10/20/2015
Heil Trailer International Co.	HEIL TRAILER and Design 	4687499	2/17/2015
Heil Trailer International Co.	HEIL TRAILER and Design Heil Trailer	4686974	2/17/2015
Serva Group LLC	FACET and Design FACET	5036786	9/06/2016
EnTrans International, LLC	HEIL TANK SERVICE and Design HEIL TANK SERVICE	87794608	2/12/2018
EnTrans International, LLC	HEIL TANK SERVICE and Design 	87794616	2/12/2018
PSC Custom LLC	TANK PRO and Design TANK PRO	88043381	6/18/2018
PSC Custom LP	POLAR SERVICE CENTERS	1669340	12/26/2006

Schedule C

Copyright Collateral

Reg. No.	Title	Owner	Reg. Date
TX0001528494	SuperFlo dry bulk transport operation and maintenance manual	Heil Trailer International, LLC	2/27/1985