

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priority Artificial Lift Services, LLC		09/06/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5102905	PRIORITY	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,fan.yang@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	09/09/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 6, 2019, is made by the Person listed on the signature page hereof (“Grantor”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, TALLY USA, LLC, a Delaware limited liability company (“Tally USA”), TALLY DRILLING TOOLS, LLC, a Delaware limited liability company (“Tally Tools”), PREMIER DIRECTIONAL DRILLING, LLC, a Texas limited liability company (“Premier”), TECH-FLO CONSULTING, LLC, a Texas limited liability company (“Tech Flo”), EPIC LIFT SYSTEMS LLC, a Texas limited liability company (“Epic”), DYNAVIEW LLC, a Nevada limited liability company (“Dynaview”), TALLY COMPLETION TOOLS, LLC, a Texas limited liability company (“Completion Tools”), TALLY PERSONNEL, LLC, a Delaware limited liability company (“Tally Personnel”), TERRA DIRECTIONAL SERVICES, LLC, a Texas limited liability company (“Terra”), TALLY INSTRUMENTS, LLC, a Texas limited liability company (“Tally Instruments”), TALLY DRILLING, LLC, a Delaware limited liability company (“Tally Drilling”), TALLY DIGITAL SOLUTIONS, LLC, a Texas limited liability company and formerly known as Tally Production, LLC (“Tally Production”), TALLY PRODUCTION SYSTEMS, LLC, a Texas limited liability company formerly known as Tally Completion, LLC (“Tally Completion”), Grantor, RESTREAM SOLUTIONS, LLC, a Delaware limited liability company (“ReStream”; and together with Tally USA, Tally Tools, Premier, Tech Flo, Epic, Dynaview, Completion Tools, Tally Personnel, Terra, Tally Instruments, Tally Drilling, Tally Production, Tally Completion and Grantor and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”) and the Guarantors from time to time party thereto, have entered into a Revolving Credit, Term Loan, Equipment Loan, Guaranty and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto, as amended to date (as may be further amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

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

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established

or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security**. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, 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 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, breach, or injury 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 products and 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, Collateral shall not include any Excluded Property.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

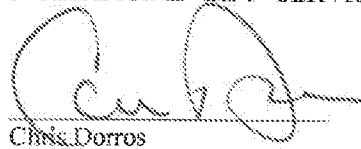
SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than sections 5-1401 and 5-1402 of the New York general obligations law).

[Remainder of page intentionally left blank]

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

GRANTOR

PRIORITY ARTIFICIAL LIFT SERVICES,
LLC

By: 
Name: Chris Dorros
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#70089251

TRADEMARK
REEL: 006740 FRAME: 0317


SCHEDULE A

PATENTS AND PATENT LICENSES

GRANTOR	PATENT	JURISDICTION	SERIAL/PATENT NO.	FILING DATE
Priority Artificial Lift Services, LLC	Lubricator auto-catch	U.S.	15/339,675	10/31/2019
Priority Artificial Lift Services, LLC	Check Valve Assembly	U.S.	62892121	08/27/2019

SCHEDULE B

TRADEMARKS

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION	GRANTOR
	5,102,905	07/16/2015	U.S.	Priority Artificial Lift Services, LLC

TRADEMARK LICENSES

None

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION
None			