

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCHOR DRILLING FLUIDS USA, LLC		09/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC		
Street Address:	123 N. WACKER DRIVE		
Internal Address:	SUITE 2400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
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:			
<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>			
Email:	skirschenheiter@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Sarah Kirschenheiter		
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:	022153-005		

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NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	09/10/2019
Total Attachments: 5 source=13139003_1_QMax - Anchor - Trademark Security Agreement (Executed)#page1.tif source=13139003_1_QMax - Anchor - Trademark Security Agreement (Executed)#page2.tif source=13139003_1_QMax - Anchor - Trademark Security Agreement (Executed)#page3.tif source=13139003_1_QMax - Anchor - Trademark Security Agreement (Executed)#page4.tif source=13139003_1_QMax - Anchor - Trademark Security Agreement (Executed)#page5.tif	

NOTICE OF SECURITY INTERESTS (FIRST LIEN) IN TRADEMARKS

NOTICE OF SECURITY INTERESTS (FIRST LIEN) IN TRADEMARKS dated as of September 6, 2019 (this "Trademark Security Agreement"), made by ANCHOR DRILLING FLUIDS USA, LLC, a Delaware limited liability company (the "Borrower"), the other entities from time to time party hereto (together with Borrower, collectively the "Grantors" and each a "Grantor"), in favor of 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").

WHEREAS, Grantors have entered into a Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Security Agreement.

WHEREAS, under the terms of the Security Agreement and the Loan Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Trademarks of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO").

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 Interest.*** Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Trademark Collateral"):

- i. all of its Trademarks (except for "intent-to-use" trademark applications for which a verified statement of use or any amendment to allege use has not been filed with the USPTO; provided that any such trademark application shall automatically be included in the Trademark Collateral upon the filing of acceptable evidence of use of such trademark), including, but not limited to, those set forth on Schedule I hereto; and
- ii. all goodwill associated therewith or symbolized thereby.

SECTION 2. ***Security for Obligations.*** The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark 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 3. ***Recordation.*** Each Grantor authorizes that this Trademark Security Agreement be recorded with the USPTO.

SECTION 4. *Execution in Counterparts.* This Trademark 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 Trademark 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, 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.


SECTION 6. *Governing Law.* This Trademark 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 section 5-1401 and 5-1402 of the New York general obligations law).

[Remainder of this page intentionally left blank]

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

GRANTORS

**ANCHOR DRILLING FLUIDS USA
LLC, as Borrower**

By: 
Name: Christopher Rivers
Title: President and Chief Executive
Officer

[Signature Page to Notice of Security Interests (First Lien) in Trademarks]

ENCINA BUSINESS CREDIT, LLC, as
Agent

By: Tracy Salyers
Name: TRACY SALYERS
Title: AUTHORIZED SIGNATORY

SCHEDULE I

TRADEMARKS

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	12/12/13	9/29/2015
Anchor Drilling Fluids USA, LLC	CLEARPLEX I	86/141700	4822823	12/12/13	9/29/2015
Anchor Drilling Fluids USA, LLC	CLEARPLEX II	86/141705	4822824	12/12/13	9/29/2015