

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dresser TPS, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	French Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6233432	TX3	
Registration Number:	3328284	TPS	
Registration Number:	6085327	ULTRA-SLEEVE	
Registration Number:	5740000	QUICK-CAM	
Registration Number:	4348303	TRIPLE TAP	
Serial Number:	97636436	T3	
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>		
Phone:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky Troutman (ker)		
SIGNATURE:	/Becky Troutman/		
DATE SIGNED:	02/22/2023		

CH \$165.00 6233432

Total Attachments: 6

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page1.tif

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page2.tif

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page3.tif

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page4.tif

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page5.tif

source=BNPP - Dresser Utility - Second Lien Trademark Security Agreement (Dresser TPS)_(17929369)_ (1)#page6.tif

This SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of December 30, 2022, (this “**Agreement**”), is made by the undersigned grantor (the “**Grantor**”), and BNP PARIBAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that Second Lien Security Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among NGS Cayman Holdings, L.P., a Cayman Islands exempted limited partnership, acting by its general partner, the General Partner (the “**Parent**”), NGS US Finco, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Second Lien Credit Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), and BNP Paribas, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantor:

**DRESSER TPS, LLC,
as the Grantor**

Nelson E. Rowe

By: _____

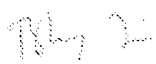
Name: Nelson Rowe

Title: Vice President

**BNP PARIBAS,
as Collateral Agent**

By: 

Name: J T Berndt
Title: Managing Director

By: 

Name: Zain Bhayani
Title: Vice President

Schedule I

United States Trademarks and Trademark Applications¹

Mark	Country	Record Owner	Reg. No. App. No.
TX3	United States	Dresser TPS, LLC	6,233,432
	United States	Dresser TPS, LLC	3,328,284
ULTRA-SLEEVE	United States	Dresser TPS, LLC	6,085,327
QUICK-CAM	United States	Dresser TPS, LLC	5,740,000
TRIPLE TAP	United States	Dresser TPS, LLC	4,348,303
ULTRA-TAP	United States	Dresser TPS, LLC	97480864 ²
T3	United States	Dresser TPS, LLC	97636436

¹ Dresser TPS, LLC acquired the scheduled trademarks and trademark applications from Total Piping Solutions, Inc. Assignments will be filed to reflect Dresser TPS, LLC as the owner.

² This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use or amendment to allege use is filed with respect thereto.

