

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4994560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SLINGSHOT PERFORMANCE HOLDINGS, LLC	06/06/2018
PERFORMANCE WELLHEAD & FRAC COMPONENTS LLC	06/06/2018
SLINGSHOT SUPPLY LLC	06/06/2018
RECEIVING PARTY DATA	
Name:	CADENCE BANK, N.A.
Street Address:	2800 POST OAK BLVD., SUITE 3800
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9109422
CORRESPONDENCE DATA	
Fax Number:	(713)590-9602
<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:	kjaasma@ewingjones.com
Correspondent Name:	KEITH JAASMA, EWING & JONES, PLLC
Address Line 1:	6363 WOODWAY DRIVE, SUITE 1000
Address Line 4:	HOUSTON, TEXAS 77057
NAME OF SUBMITTER:	KEITH JAASMA
SIGNATURE:	/Keith Jaasma/
DATE SIGNED:	06/06/2018
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is executed effective the 6th day of June, 2018, by and among **SLINGSHOT PERFORMANCE HOLDINGS LLC**, a Delaware limited liability company ("Slingshot Performance"), **PERFORMANCE WELLHEAD & FRAC COMPONENTS LLC**, a Delaware limited liability company ("Performance Wellhead"), **SLINGSHOT SUPPLY LLC**, a Texas limited liability company ("Slingshot Supply" and collectively with Slingshot Performance and Performance Wellhead, "Debtor"), whose principal place of business and chief executive office is located at 8505 Jackrabbit Road, Suite A, Houston, Texas 77095, and **CADENCE BANK, N.A.**, a national banking association ("Secured Party"), with offices at 2800 Post Oak Boulevard, Suite 3800, Houston, Texas 77056. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Loan Agreement dated of even date herewith executed by Secured Party and Debtor, and all modifications, renewals, extensions, amendments, restatements and rearrangements thereof (the "Loan Agreement"), except as otherwise set forth herein.

WITNESSETH:

WHEREAS, in connection with the Loan Agreement, Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor, and has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

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

SECTION 1. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the issued patents, trademarks and copyrights registered with the United States Patent and Trademark Office or the United States Copyright Office and listed on Exhibit A hereto (the "Collateral");

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the payment of all Obligations of Debtor now or hereafter existing under or in respect of the Security Instruments, 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 Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by Debtor to Secured Party under the Security Instruments but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Secured Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Debtor authorizes and requests that the Commissioner for Patents 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. Debtor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party 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. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE IN TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

SECTION 7. Severability. If any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

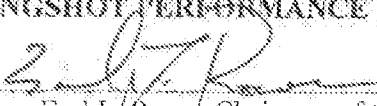
SECTION 9. STATUTE OF FRAUDS. THE LOAN AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature page follows]

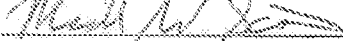
IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

DEBTOR:

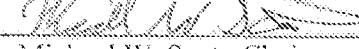
SLINGSHOT PERFORMANCE HOLDINGS LLC

By: 
Earl L. Rowe, Chairman of the Board

**PERFORMANCE WELLHEAD & FRAC
COMPONENTS LLC**

By: 
Michael W. Scott, Manager

SLINGSHOT SUPPLY LLC

By: 
Michael W. Scott, Chairman of the Board

SECURED PARTY:

CADENCE BANK, N.A.

By: _____
Timothy Ashe, Vice President

Signature Page of Intellectual Property Security Agreement

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

DEBTOR:

SLINGSHOT PERFORMANCE HOLDINGS LLC

By: _____
Earl L. Rowe, Chairman of the Board

**PERFORMANCE WELLHEAD & FRAC
COMPONENTS LLC**

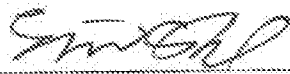
By: _____
Michael W. Scott, Manager

SLINGSHOT SUPPLY LLC

By: _____
Michael W. Scott, Chairman of the Board

SECURED PARTY:

CADENCE BANK, N.A.

By:  _____
Timothy Ashe, Vice President

Signature Page of Intellectual Property Security Agreement

Exhibit A

Issued Patents, Trademark Registrations & Copyright Registrations

Patents:

Ball Injector System Apparatus and Method, U.S. Patent Number 9109422, issued August 18, 2015, and assigned to Performance Wellhead & Frac Components LLC.

Trademark Registrations:

1. SAFELAUNCH – U.S. Registration No. 4,937,533, registered April 12, 2016, in the name of Performance Wellhead & Frac Components LLC
2. SAFEDRIIFT – U.S. Registration No. 4,942,110, registered April 19, 2016, in the name of Performance Wellhead & Frac Components LLC
3. U.S. Registration No. 5,200,291, registered May 9, 2017, in the name of Performance Wellhead & Frac Components LLC, for the mark shown below:



Copyright Registrations:

None.

Signature Page of Intellectual Property Security Agreement