

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5756710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RIGUP, INC.	10/07/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A., AS AGENT
<b>Street Address:</b>	601 LEXINGTON AVENUE, 21ST FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29623314
<b>Application Number:</b>	29623312
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	2123186532
<b>Email:</b>	alanagramer@paulhastings.com
<b>Correspondent Name:</b>	ALANA GRAMER
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP
<b>Address Line 2:</b>	200 PARK AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	10/07/2019
<b>Total Attachments: 6</b>	
source=Citi-RigUp - Fully Executed Patent Security Agreement(144551474_1)#page1.tif	
source=Citi-RigUp - Fully Executed Patent Security Agreement(144551474_1)#page2.tif	
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 7th day of October, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CITIBANK, N.A., a national banking association ("Citibank"), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the "Agent").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, of even date herewith (the "Credit Agreement"), among (i) RigUp, Inc., a Delaware corporation ("RigUp"), the Subsidiaries of RigUp identified on the signature pages thereto as "Borrowers", and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), (ii) each of the lenders identified as a "Lender" on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a "Lender" and, collectively, the "Lenders"), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of October 7, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License. Notwithstanding the forgoing, Patent Collateral shall not include Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION

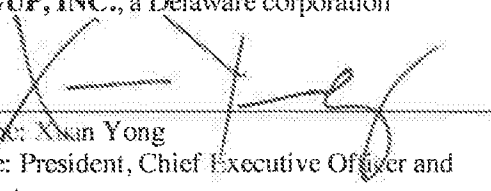
25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**RIGUP, INC.**, a Delaware corporation


By:   
Name: Xuan Yong  
Title: President, Chief Executive Officer and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking  
association

By:   
Name: Mike Berry  
Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 050643 FRAME: 0664**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Patent No./ Serial No.</b>	<b>Filing Date</b>
RigUp, Inc.	USA	COMPUTER DISPLAY SCREEN WITH TRANSITIONAL ENERGY INDUSTRY JOB TRACKER GRAPHICAL USER INTERFACE ELEMENT	D846,588 29/623,314	10/24/2017
RigUp, Inc.	USA	DISPLAY SCREEN OR PORTION THEREOF WITH ENERGY INDUSTRY DASHBOARD GRAPHICAL USER INTERFACE	D849,031 29/623,312	10/24/2017

**Patent Licenses**