

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5772167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACE DOWNHOLE, LLC	10/15/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	CIB DMO WLO, MAIL CODE NY1-C413, 4 CMC
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8149552
Patent Number:	9602100
Patent Number:	10012551
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/16/2019
Total Attachments: 6	
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Ace Downhole, LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, N.A.
Internal Address: _____
Street Address: CIB DMO WLO, Mail Code NY1-C413, 4 CMC
City: Brooklyn
State: NY
Country: USA Zip: 11245-0001

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) October 15, 2019

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)
See Schedule I

B. Patent No.(s)
See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Elaine Carrera, Senior Paralegal
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized UserName _____

9. Signature: Elaine Carrera October 16, 2019
Signature Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Execution Version

PATENT SECURITY AGREEMENT dated as of October 15, 2019 (this "Agreement"), between ACE DOWNHOLE, LLC (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Apergy Corporation, as the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 9, 2018 (as supplemented by Supplement No.1 to the Guarantee and Collateral Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Guarantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting Patents (including those listed on Schedule I hereto), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the "Patent Collateral").

SECTION 3. Collateral Agreement. 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 interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE

GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF
NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACE DOWNHOLE, LLC

By: 
Name: Carine Baerlocher
Title: Vice President, Chief Financial Officer
and Treasurer

Signature page to Patent Security Agreement

PATENT
REEL: 050738 FRAME: 0852

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Travis Watson
Name: Travis Watson
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 050738 FRAME: 0853

SCHEDULE I

U.S. Patent Registrations

Registered Owner	Title	Pat. No./ Publ. No./ Appl. No.	Issue Date Pub. Date Appl. Date
ACE DOWNHOLE, LLC	DOWNHOLE MEASUREMENT TOOL CIRCUIT AND METHOD TO BALANCE FAULT CURRENT IN A PROTECTIVE INDUCTOR	8149552 12485557	04-03-2012 06-16-2009
ACE DOWNHOLE, LLC	DOWNHOLE MEASUREMENT TOOL HAVING A REGULATED VOLTAGE POWER SUPPLY AND METHOD OF USE THEREOF	9602100 14160666	03-21-2017 01-22-2014
ACE DOWNHOLE, LLC	DOWNHOLE MEASUREMENT SENSOR ASSEMBLY FOR AN ELECTRICAL SUBMERSIBLE PUMP AND METHOD OF MANUFACTURING THEREOF	10012551 US20160313192 14692410	07-03-2018 10-27-2016 04-21-2015