

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6008839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HPC PETROSERV, INC.	03/10/2020
GLOBAL VAPOR CONTROL, INC.	03/10/2020

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	8597602
Patent Number:	8613895
Patent Number:	9034284
Patent Number:	9415338
Patent Number:	10065150
Patent Number:	10518211
Patent Number:	10179881
Patent Number:	10184087
Application Number:	14987530
Application Number:	16225816

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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.

Phone: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

PATENT

NAME OF SUBMITTER:	SYED HUMZA MOINUDDIN
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	03/11/2020
Total Attachments: 10 source=IP Filing#page1.tif source=IP Filing#page2.tif source=IP Filing#page3.tif source=IP Filing#page4.tif source=IP Filing#page5.tif source=IP Filing#page6.tif source=IP Filing#page7.tif source=IP Filing#page8.tif source=IP Filing#page9.tif source=IP Filing#page10.tif	

**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)/Execution Date(s):

HPC PETROSERV. INC.

Execution Date(s) March 10, 2020

Additional names of conveying parties attached?

Yes No

2. Name and address of receiving party(ies)

Name: Goldman Sachs Bank USA

Internal
Address:

Street Address: : 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

Additional names, addresses, or citizenship attached?

Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest
- Executive Order 9424, confirmatory License
- Other
- Merger
- Change of Name

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule A

See Attached Schedule A

Additional numbers attached? Yes No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 10

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

March 11, 2020

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Patents Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Global Vapor Control, Inc.	Texas	Corporation	USA-Texas

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of March 10, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of GOLDMAN SACHS BANK USA, as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation (“Lead Borrower”), LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC., a Delaware corporation, PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership and the Subsidiaries of Lead Borrower party thereto have entered into that certain ABL Credit Agreement dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GOLDMAN SACHS BANK USA, as Administrative Agent, and each other Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Supplement No. 2, dated as of the date hereof to that certain ABL Security Agreement dated as of October 11, 2017 made by the Loan Parties to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Section 1.01. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and trademark applications set forth in Schedule B hereto (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 or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations, copyright applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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, including, without limitation, obligations under such Grantor's Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

Section 1.04. 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.05. Grants, Rights and Remedies. This IP 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, the Administrative 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 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


Section 1.07. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Administrative Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by Administrative Agent with respect to any Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "ABL Intercreditor Agreement"), among Administrative Agent, Goldman Sachs Bank USA, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, each Additional Junior Obligations Agent (as defined in the ABL Intercreditor Agreement) and each Additional Pari Passu Obligations Agent (as defined in the ABL Intercreditor Agreement) from time to

time party thereto. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[signature page follows]

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

HPC PETROSERV, INC., as a Grantor

By:  _____

Name: E. Bradford Clark
Title: Chief Executive Officer, President & Secretary

GLOBAL VAPOR CONTROL, INC., as a Grantor

By:  _____

Name: E. Bradford Clark
Title: Chief Executive Officer, President & Secretary

GOLDMAN SACHS BANK USA, as Administrative Agent



By: _____

Name: Douglas Tansey Douglas Tansey
Authorized Signatory

Title: Authorized Signatory

Schedule A

United States Patents

United States Patents

Grantor	Patent No.	Inventor(s)	Title
Global Vapor Control, Inc.	8,597,602	ALAN FINLEY; LISHA SALATHIEL; DARYL ARCHULETA	Vacuum Truck Scrubber System
Global Vapor Control, Inc.	8,613,895	ALAN FINLEY; DOUG SCOTT; LISHA SALATHIEL	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	9,034,284	DARYL ARCHULETA; LISHA SALATHIEL; ALAN FINLEY	Vacuum Truck Scrubber System
Global Vapor Control, Inc.	9,415,338	DARYL ARCHULETA; LISHA SALATHIEL; ALAN FINLEY	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	10,065,150	DARYL ARCHULETA; LISHA SALATHIEL; DOUG SCOTT; ALAN FINLEY	Process Equipment Contaminant Removal
Global Vapor Control, Inc.	10,518,211	DARYL ARCHULETA; LISHA SALATHIEL; DOUG SCOTT; ALAN FINLEY	Process Equipment Contaminant Removal
HPC PetroServ, Inc.	10,179,881	STEPHEN D. MATZA	Composition and Method for Isolation of Paraffinic Hydrocarbons
HPC PetroServ, Inc.	10,184,087	STEPHEN D. MATZA	Optimization of a Method for Isolation of Paraffinic Hydrocarbons




United States Patent Applications

Grantor	Serial No.	Inventor(s)	Title
HPC PetroServ, Inc.	14/987,530	STEPHEN D. MATZA	Optimization of a Method for Isolation of Paraffinic Hydrocarbons
HPC PetroServ, Inc.	16/225,816	STEPHEN D. MATZA	Composition and Method for Isolation of Paraffinic Hydrocarbons

Schedule B

United States Trademarks

United States Trademarks

Grantor	Mark	Reg. No.	Issue Date	Status
Global Vapor Control, Inc.	GLOBAL VAPOR CONTROL	4,372,862	July 23, 2013	Registered
Global Vapor Control, Inc.		4,448,115	December 10, 2013	Registered
Global Vapor Control, Inc.	FLAREFREE	4,721,714	April 14, 2015	Registered
Global Vapor Control, Inc.	FLARELESS	4,721,713	April 14, 2015	Registered
Global Vapor Control, Inc.		5,921,140	November 26, 2019	Registered
HPC PetroServ, Inc.	TRISTAR PETROSERV	4,425,866	October 29, 2013	Registered
HPC PetroServ, Inc.		4,832,274	October 13, 2015	Registered

United States Trademark Applications

None.

Schedule C

United States Copyrights

None.

Schedule C

5974175.4

RECORDED: 03/11/2020

**PATENT
REEL: 052148 FRAME: 0411**