

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6142170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GR ENERGY SERVICES MANAGEMENT, LP	06/05/2020
RECEIVING PARTY DATA	
Name:	WHITE OAK COMMERCIAL FINANCE, LLC, AS AGENT
Street Address:	1155 AVENUE OF THE AMERICAS, 15TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16013818
PCT Number:	US1762317
Application Number:	62627049
Application Number:	16276349
Application Number:	62717320
Application Number:	16537347
CORRESPONDENCE DATA	
Fax Number:	(617)523-6850
<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:	617-523-2700
Email:	susan.dinicola@hklaw.com,fan.yang@hklaw.com
Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	134457.00003
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	06/08/2020
Total Attachments: 7	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this “Agreement”), dated as of June 5, 2020, by GR ENERGY SERVICES MANAGEMENT, LP, a Delaware limited partnership (the “Grantor”), in favor of WHITE OAK COMMERCIAL FINANCE, LLC, as agent for the Revolver Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan, Security and Guaranty Agreement (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of March 30, 2018, and entered into among Grantor, certain Subsidiaries of the Grantor from time to time party thereto, the Lenders from time to time party thereto, Agent and White Oak Global Advisors, LLC; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Revolver Secured Parties, this 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Revolver Secured Parties, a security interest in: (i) all of the Grantor’s now existing or hereafter acquired rights, title and interests in and to all of Grantor’s patents and patent applications, including (a) the patents and patent applications listed on Schedule I hereto as owned by Grantor (collectively, the “Patents”); (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon; (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof; (d) the right to sue for past, present, and future infringements thereof; and (e) all of Grantor’s rights corresponding thereto throughout the world; (ii) any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license with respect thereto, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the “Patent Collateral”).

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the

Revolver Secured Parties, pursuant to the Loan Agreement. The 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the patents and patent applications listed on Schedule I attached hereto constitute all U.S. federally registered patents and patent applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 14.13, 14.14 AND 14.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

GR ENERGY SERVICES MANAGEMENT, LP

By: GR Energy Services Management Holdings, Inc.,
its General Partner

By: 
Jay Brown
Chief Financial Officer

[Signature Page]

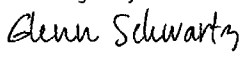
Patent Security Agreement (Revolver Agent)

#74883883

PATENT
REEL: 052865 FRAME: 0249

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,
as Agent

DocuSigned by:

By: _____
Name: Glenn Schwartz
Title: Director

[Signature Page]
Patent Security Agreement (Revolver Agent)

#74883594

PATENT
REEL: 052865 FRAME: 0250

SCHEDULE I
to
PATENT SECURITY AGREEMENT

<u>Patent Name</u>	<u>Number</u>	<u>Date</u>	<u>Inventor</u>	<u>Jurisdiction</u>	<u>COMPANY/ Subsidiary</u>
Jet Pump System with Optimized Pump Driver and Method of Using Same	US Prov 62/524,230 US Non-Prov 16/013,818	6/23/2017 [Provisional Application] 6/20/2018 [Final Application – Non-Prov]	Andrew Loris Kurkjian	US	GR Energy Services Management, LP
Mobile Ball Launcher with Free Ball Release and Method of Making Same	USProv 62/424,261 PCT/US17/62317	11/18/2016 [Provisional Application] 11/17/17 [Final Application - PCT] 5/18/2019 [National Phase Filings Due]	James William Anthony, Marion M Ringo, David Chesney, Roma Montifar, Thomas Bell, Tyler Chaney, Joel Henry	US	GR Energy Services Management, LP
Apparatus and Methods for Plugging a Tubular	US Prov 62/627,049	2/6/2018 [Provisional Application] 2/6/2019 [Final Application Non-Prov]	James William Anthony, Joseph Donald Scranton, Cameron Michael Bryant	US	GR Energy Services Management, LP

[Schedule I]
Patent Security Agreement (Revolver Agent)

#74883594

PATENT
REEL: 052865 FRAME: 0251

Nightcap Assembly for Securing a Wellhead and Method of Using the Same	US Prov 62/638,801 US Non- Prov 16/013,818	3/5/2018 [Provisional Application] 8/29/2018 [Assessment of Rahim patent 9,976,362] 3/5/2018 [Final Application Non-Prov]	Roma Montifar, Joel Henry, Bruce Schroeder, James William Anthony	US	GR Energy Services Management, LP
Modular Horizontal Pumping System with Mobile Platform and Method of Using Same	US Prov 62/631,621 US Non- Prov 16/276,349	2/16/2018 [Provisional Application] 02/14/2019 [Final Application Non-Prov]	Donald Ray Botting	US	GR Energy Services Management, LP
Electrical Connection for Perforating System	US Prov 62/717,320	8/10/2018 [Provisional Application] 8/10/2019 [Final Application Due]	William Anthony, Cameron Bryant, Vadim Akhmadikin	US	GR Energy Services Management, LP
Automated Injection System		2/26/2018 [Patent Memo]	Don Botting	US	GR Energy Services Management, LP

DOWNHOLE PERFORATING TOOL WITH INTEGRATED DETONATION ASSEMBLY AND METHOD OF USING SAME	U.S. Non- Provisional Application No. 16/537,347	August 9, 2019	James William Anthony, Cameron Michael Bryant and Vadim Akhmadikin	US	GR Energy Services Management, LP
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[Schedule I]

Patent Security Agreement (Revolver Agent)

#74883594

RECORDED: 06/08/2020

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REEL: 052865 FRAME: 0253**