

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6148978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECOND LIEN PATENT SHORT FORM SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A., AS RESIGNING COLLATERAL AGENT	06/05/2020

RECEIVING PARTY DATA

Name:	UMB BANK, N.A., AS SUCCESSOR COLLATERAL AGENT
Street Address:	2 SOUTH BROADWAY
Internal Address:	SUITE 600
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63102

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7108058
Patent Number:	9382787
Patent Number:	10378280
Patent Number:	9353598
Patent Number:	9234406
Patent Number:	10041325
Patent Number:	9970279
Patent Number:	9506322
Patent Number:	10316604
Patent Number:	10132134
Patent Number:	9556704
Patent Number:	10428949
Patent Number:	9534691
Application Number:	16444999
Application Number:	62870307
Application Number:	16748458

CORRESPONDENCE DATA

Fax Number: (212)310-8007

PATENT

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: 212.310.8000
Email: juan.arias@weil.com
Correspondent Name: J.T. PARISI
Address Line 1: WEIL, GOTSHAL & MANGES LLP
Address Line 2: 767 FIFTH AVENUE
Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	J.T. PARISI
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SIGNATURE:	/J.T. PARISI/
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DATE SIGNED:	06/11/2020
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Total Attachments: 6

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**Assignment and Assumption of
Second Lien Patent Short Form Security Agreement**

This ASSIGNMENT AND ASSUMPTION OF SECOND LIEN PATENT SHORT FORM SECURITY AGREEMENT (this “Patent Assignment and Assumption”) effective as of June 5, 2020 (“Effective Date”) is made by BANK OF AMERICA, N.A., as resigning Collateral Agent (“Assignor”), and UMB BANK, N.A., as successor Collateral Agent (“Assignee”);

WHEREAS, UTEX INDUSTRIES, INC., a Texas corporation, DURQUEST, INC., a Texas corporation (the “Grantors”), and Assignor entered into that certain Second Lien Patent Short Form Security Agreement, dated as of April 10, 2013 and recorded at the United States Patent and Trademark Office at Reel 030193 Frame 0030 (as supplemented by that certain Second Lien Patent Short Form Agreement, dated as of May 15, 2020 between UTEX INDUSTRIES, INC. and Assignor and recorded at the United States Patent and Trademark Office at Reel 052706 Frame 0766, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), and that certain Second Lien Security Agreement dated as of April 10, 2013 (as supplemented by that certain Supplement No. 1, dated as of January 29, 2018, that certain Supplement No. 2, dated as of May 15, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among UTEX HOLDING, INC., a Delaware corporation (“Parent”), the Grantors, the subsidiaries of Parent from time to time party thereto and Assignor, and that Second Lien Credit Agreement, dated as of April 10, 2013 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 22, 2014, and as may be further amended, restated, amended and restated, supplemented or otherwise modified, or refinanced from time to time, the “Credit Agreement”), among the Grantors, Parent, the other Guarantors from time to time party thereto, Assignor, as administrative agent and collateral agent to the lenders party thereto, each lender from time to time party thereto and the other agents named therein, pursuant to which, Assignor received from the Grantors, a security interest in the Patent Collateral (as defined in the Patent Security Agreement), including, but not limited to, the Patent Collateral set forth on Exhibit A; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Acceptance Agreement and Amendment to Credit Agreement, to be dated as of June 9, 2020, by and among Assignor, as resigning Collateral Agent, and Assignee, as successor Collateral Agent, among other parties (the “Instrument”), Assignor will, among other things, assign to Assignee all of its rights, powers, and duties as Collateral Agent under the Credit Agreement and other Loan Documents, including the Patent Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:


1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.

2. Assignor hereby, pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns, conveys and transfers to Assignee all of its rights, title and interest in and to the Patent Security Agreement and its security interest in the Patent Collateral thereunder, including the Patent Collateral set forth on Exhibit A hereto. Furthermore, Assignor does hereby grant and delegate to Assignee, and Assignee hereby assumes, any and all of the duties and obligations of Assignor under the Patent Security Agreement from and after the date hereof.
3. The parties hereby authorize and request, at the Borrower's expense, the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable government officer to record this Patent Assignment and Assumption.
4. This Patent Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Patent Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Patent Assignment and Assumption may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Patent Assignment and Assumption may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by any party of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment and Assumption to be executed by their respective duly authorized officers.

BANK OF AMERICA, N.A.
As Collateral Agent

By: 
Name: Kelly Weaver
Title: Vice President

Accepted:

UMB BANK, N.A.

As successor Collateral Agent

By: Michael G. Slade

Name: Michael G. Slade

Title: Senior Vice President

Exhibit A

United States Patents and Patent Applications

Patents

Title	Country	App. No. / Filing Date	Pub. / Patent No. Date	Owner
PACKING ASSEMBLY FOR ROTARY DRILLING SWIVELS AND PUMPS HAVING ROTATING SHAFTS	US	10/441873 5/20/2003	7108058 9/19/2006	Utex Industries, Inc.
SEAT ASSEMBLY FOR ISOLATING FRACTURE ZONES IN A WELL	US	13/676238 11/14/2012	9382787 7/5/2016	Utex Industries, Inc.
VIBRATIONAL DAMPER WITH REMOVABLE LUGS	US	15/426231 2/7/2017	10378280 8/13/2019	Utex Industries, Inc.
SEAT ASSEMBLY WITH COUNTER FOR ISOLATING FRACTURE ZONES IN A WELL	US	13/887779 5/6/2013	9353598 5/31/2016	Utex Industries, Inc.
SEAT ASSEMBLY WITH COUNTER FOR ISOLATING FRACTURE ZONES IN A WELL	US	14/666977 3/24/2015	9234406 1/12/2016	Utex Industries, Inc.
HIGH PRESSURE SEAL WITH COMPOSITE ANTI-EXTRUSION MECHANISM	US	14/813588 7/30/2015	10041325 8/7/2018	Utex Industries, Inc.
APPARATUS AND METHODS FOR INHIBITING A SCREEN- OUT CONDITION IN A SUBTERRANEAN WELL FRACTURING OPERATION	US	14/025388 9/12/2013	9970279 5/15/2018	Utex Industries, Inc.
DOWNHOLE TOOL WITH EXPANDABLE ANNULAR PLUG SEAT ASSEMBLY HAVING CIRCUMFERENTIALLY OVERLAPPING SEAT SEGMENT JOINTS	US	14/134089 12/19/2013	9506322 11/29/2016	Utex Industries, Inc.
INFLATABLE SEAL WITH FABRIC EXPANSION RESTRICTION	US	14/790752 7/2/2015	10316604 6/11/2019	Utex Industries, Inc.
EXPANDABLE FRACTURE PLUG SEAT APPARATUS	US	15/404655 1/12/2017	10132134 11/20/2018	Utex Industries, Inc.
EXPANDABLE FRACTURE PLUG SEAT APPARATUS	US	13/971254 8/20/2013	9556704 1/31/2017	Utex Industries, Inc.

Title	Country	App. No. / Filing Date	Pub. / Patent No. Date	Owner
PACKING ASSEMBLY FOR A PUMP	US	15/370625 12/6/2016	10428949 10/1/2019	Utex Industries, Inc.
PACKING ASSEMBLY FOR A PUMP	US	14/459869 8/14/2014	9534691 1/3/2017	Utex Industries, Inc.
PACKING ASSEMBLY FOR A PUMP	US	16/444999 6/18/2019	20190323608 10/24/2019	Utex Industries, Inc.

Patent Applications

Title	Country	App. No. / Filing Date	Owner
QUICK PULL VALVE AND SEAT ASSEMBLY	US	62/870307 7/3/2019	Utex Industries, Inc.
QUICK PULL VALVE AND SEAT ASSEMBLY	US	16/748458 1/21/2020	Utex Industries, Inc.