

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6460808

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TDW DELAWARE, INC.	12/18/2020
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
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State/Country:	ILLINOIS
Postal Code:	60603-2300
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10213816
Application Number:	16135215
Application Number:	16135348
Application Number:	16201102
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	13312.657
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	12/21/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 18, 2020 (this “Patent Security Agreement”), is made by TDW Delaware, Inc., a Delaware corporation (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”).

RECITALS

The Grantor, T. D. WILLIAMSON, INC., an Oklahoma corporation (“Company”), and certain subsidiaries of the Company are parties to the Second Amended and Restated Pledge and Security Agreement of even date herewith, in favor of the Administrative Agent (the “Security Agreement”), pursuant to which the Grantor is required to execute this Patent Security Agreement.

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all Patent licenses providing for the grant by or to the Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Security Agreement. This Patent Security Agreement is in addition to and not a restatement, novation, or release of any other patent security agreement between the Grantor and the Administrative Agent

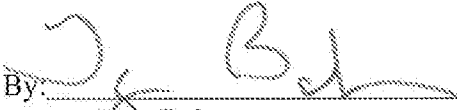
Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** In addition, the provisions of Sections 7.15, 7.17, 7.18, 7.19, 7.20 and 8.1 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

TDW DELAWARE, INC.

By: 
Tory Baker
Vice President and Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ryan Aman
Title: Authorized Officer

SCHEDULE 1
TO

PATENT SECURITY AGREEMENT

File No.	Title	Status	Country	Application No.	Patent No.	In The Name Of:
005803-01968	PIPELINE PIG WITH HYDRAULICALLY BALANCED COLLAPSIBLE SEALING ELEMENTS	Issued	US	14/692,417	10,213,816	TDW Delaware, Inc.
005803-02289	System and Method for Detecting and Remediating Selective Seam Weld Corrosion in a Conduit (KPL)	Pending	US	16/135,215		TDW Delaware, Inc.
005803-02290	System for Analyzing Anomalies in a Conduit (KPL)	Pending	US	16/135,348		TDW Delaware, Inc. and KPL South Texas, LLC
005803-02291	System and method for detecting and remediating selective seam weld corrosion in a conduit (KPL/TDW)	Pending	US	16/201,102		TDW Delaware, Inc. and KPL South Texas, LLC