

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6893259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FOUNTAIN QUAIL WATER MANAGEMENT LLC	04/23/2019
FQ FRAXTAR LLC	04/23/2019

RECEIVING PARTY DATA

Name:	CADENCE BANK, N.A., AS ADMINISTRATIVE AGENT, AS SUCCESSOR BY ASSIGNMENT TO ABN AMRO CAPITAL USA LLC
Street Address:	2800 POST OAK BLVD.
Internal Address:	SUITE 3800
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	9120619
Patent Number:	8226832
Patent Number:	8211296
Patent Number:	6375803
Patent Number:	6355145
Patent Number:	6536523
Patent Number:	6551466
Patent Number:	6984292

CORRESPONDENCE DATA

Fax Number:

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: 2149691700

Email: usptodallas@hklaw.com

Correspondent Name: SARAH FRAZIER/HOLLAND & KNIGHT LLP

Address Line 1: 1722 ROUTH STREET

Address Line 2: SUITE 1500

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	518701.000122
NAME OF SUBMITTER:	SARAH FRAZIER
SIGNATURE:	/Sarah Frazier/
DATE SIGNED:	08/30/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of April 23, 2019, by each Person listed on the signature page hereof (each, a “Grantor”), in favor of ABN AMRO Capital USA LLC, as Administrative Agent under the Credit Agreement (the “Administrative Agent”), for the benefit of the Beneficiaries.

RECITALS

- A. Each Grantor owns certain intellectual property.
- B. The Borrower, the Parent, the Administrative Agent, the Lenders, and the LC Issuer are parties to a Credit Agreement dated as of February 16, 2018 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Credit Agreement”).
- C. Pursuant to the Security Agreement dated as of February 16, 2018 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein and not otherwise defined have the respective meanings specified in the Security Agreement) each Grantor has granted to the Administrative Agent for the benefit of the Beneficiaries a continuing security interest in certain assets of each Grantor, including all right, title and interest of each Grantor in, to and under the Intellectual Property Collateral whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of each Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

- (a) each Copyright in which each Grantor owns or has a right to use;
- (b) each Patent in which each Grantor owns or has a right to use;
- (c) each Trademark in which each Grantor owns or has a right to use;
- (d) each Intellectual Property License to which each Grantor is a party; and
- (e) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of each Grantor under any Intellectual Property License.

“Copyright” means any the following:

- (a) any copyright under the laws of any country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all intellectual

property rights to works of authorship (whether or not published), and all applications for copyright under the laws of any country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Copyrights" on Schedule 1 that are material to each Grantor's business;

(b) any reissue, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing;
and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

"Intellectual Property License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right:

(a) to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence;

(b) with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence; or

(c) to use any Trademark,

in each case including the agreements described under the heading "Intellectual Property Licenses" on Schedule 1.

"Patent" means any the following:

(a) any letter patent and design letter patent of any country and all applications for letters patent and design letters patent of any country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading "Patents" on Schedule 1 that are material to each Grantor's business;

(b) any reissue, division, continuation, continuation-in-part, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing;
and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Trademark” means any of the following:

- (a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable Law;
- (b) the goodwill of the business symbolized thereby or associated with each of them;
- (c) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading “U.S. Trademark Registrations and Applications” on Schedule 1 that are material to each Grantor’s business;
- (d) any reissue, extension or renewal thereof;
- (e) any claim for, or right to sue for, past or future infringements of any of the foregoing; and
- (f) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof;

provided that Trademarks shall not include any United States intent-to-use trademark application 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 under applicable federal law.

Each Grantor irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of each Grantor or in its name, from time to time, in the Administrative Agent’s discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that each Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Credit Agreement or Security Agreement, each Grantor shall not sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property 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.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the Laws of the jurisdiction whose Laws the Security Agreement provides will govern such agreement.


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23rd day of April, 2019.

**FOUNTAIN QUAIL WATER MANAGEMENT,
LLC**

By: 
Name: Brendan Ederle
Title: Authorized Person

FQ FRAXTAR, LLC

By: 
Name: Brendan Ederle
Title: Authorized Person

Acknowledged:

ABN AMRO CAPITAL USA LLC,
as Administrative Agent

By: 

Name: **Darrell Holley**
Title: **Managing Director**

By: 

Name: **Matt Worstell**
Title: **Director**

Schedule 1

Copyrights

None

Patents

PARTY	PATENT REGISTRATIO N NUMBER	REGISTRATION DATE	PATENT APPLICATION NUMBER	APPLICATION DATE	TITLE
Fountain Quail Water Management, LLC	US 9,120,619	9/1/2015	14/106,433	12/13/2013	Modular above- ground tank
Fountain Quail Water Management, LLC	CA 2894368 C	10/27/2015	CA 2894368	12/13/2013	Modular above- ground tank
FQ Fraxtar, LLC	US 8,226,832	7/24/2012	12/757,334	4/9/2010	Portable water treatment method
FQ Fraxtar, LLC	US 8,211,296	7/3/2012	12/757,403	4/9/2010	Portable water treatment system and apparatus
Fountain Quail Water Management, LLC	US 6,375,803	4/23/2002	09/462,821	7/17/2001	Mechanical vapor recompression separation process
FQ Disposal, LLC ¹	MX 356211B	6/29/2018	MX2015007589	6/12/2015	Modular above- ground tank
Fountain Quail Water Management, LLC	US 6,355,145	3/12/2002	09/006499	1/14/1998	Distillation Process with Reduced Fluid
Fountain Quail Water Management, LLC	US 6,536,523 ²	3/25/2003	09/577822	5/25/2000	Water Treatment Process for Thermal Heavy Oil Recovery

¹ Recordation of assignment from FQ Disposal, LLC to Fountain Quail Water Management, LLC to be handled post-closing.

² This Patent is co-owned by Alberta Energy Company Ltd.

PARTY	PATENT REGISTRATIO N NUMBER	REGISTRATION DATE	PATENT APPLICATION NUMBER	APPLICATION DATE	TITLE
Fountain Quail Water Management, LLC	US 6,551,466	4/22/2003	09/468915	12/22/1999	Multiple Effect Distillation Process with Reduced Fouling
Fountain Quail Water Management, LLC	US 6,984,292 ³	1/10/2006	10/347203	1/21/2003	Water Treatment Process for Thermal Heavy Oil Recovery

³ This Patent is co-owned by EnCana Corporation

Trademarks

PARTY	TRADEMARK TITLE	TRADEMARK APPLICATION NUMBER	TRADEMARK REG. NUMBER	DATE OF APP.	DATE OF REG.
Fountain Quail Water Management, LLC	MAVREX	87363727	5531177	3/8/2017	7/31/2018
Fountain Quail Water Management, LLC	MAG TANK	85803263	4593619	12/14/2012	8/26/2014
Fountain Quail Water Management, LLC	NOMAD	86148195	4575415	12/19/2013	7/29/2014
Fountain Quail Water Management, LLC	ROVER	86148162	4662174	12/19/2013	12/30/2014
Fountain Quail Water Management, LLC	FRAC-CYCLE	85415819	4347406	9/6/2011	6/4/2013
Fountain Quail Water Management, LLC	TOTAL WATER MANAGEMENT SOLUTIONS	85406057	4306901	8/24/2011	3/19/2013

Intellectual Property Licenses

AGREEMENT NAME	CONTRACTING PARTY	COUNTERPARTY
Intellectual Property License Agreement	FQ Fraxtar, LLC	Alphanetics, Inc. and Michael Technologies, Inc.
Equipment Conditional Sale Agreement and Exclusive License Agreement, dated April 1, 2011 (as amended on August 24, 2015)	Fountain Quail Water Management, LLC	Eureka Resources LLC

SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 08/31/2021

**PATENT
REEL: 057342 FRAME: 0455**