PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6945514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
GR ENERGY SERVICES MANAGEMENT, LP (DELAWARE LIMITED PARTNERSHIP)	09/29/2021

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A. (A NATIONAL BANKING INSTITUTION) (IN ITS CAPACITY AS AGENT FOR LENDERS)
Street Address:	800 CAPITAL STREET, 14TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	62424261
PCT Number:	US1762317
Application Number:	16415542
Application Number:	62627049
Application Number:	62638801
Application Number:	16293345
Application Number:	62717320
Application Number:	16537347
Application Number:	16676246
Patent Number:	11078769
Application Number:	17366884
Application Number:	63195521
Application Number:	63176260
Application Number:	63135610

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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.

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PATENT

506898691 REEL: 057656 FRAME: 0652

Phone: 2109787487

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Correspondent Name: VENISA DARK, HAYNES AND BOONE LLP

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ATTORNEY DOCKET NUMBER:	17997.2057CRAVENSC
NAME OF SUBMITTER:	VENISA DARK
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	09/30/2021

Total Attachments: 6

source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page1.tif source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page2.tif source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page3.tif source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page4.tif source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page5.tif source=2021-09-29 Patent Security Agreement from GR Energy Services to Bank of America#page6.tif

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of September 29, 2021, by GR ENERGY SERVICES MANAGEMENT, LP, a Delaware limited partnership (the "<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., as agent for the Lenders (in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement") dated as of September 29, 2021, and entered into among the Grantor, certain Subsidiaries of the Grantor from time to time party thereto, the Lenders from time to time party thereto and Agent, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the other 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. <u>DEFINED TERMS</u>. 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 <u>Section 1.4</u> of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 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 other 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; and (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. <u>LOAN AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the 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

PATENT REEL: 057656 FRAME: 0654 of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

- 4. <u>REPRESENTATIONS AND WARRANTIES</u>. The Grantor hereby represents and warrants that the patents and patent applications listed on <u>Schedule I</u> attached hereto constitute all U.S. federally registered patents and patent applications registered to the Grantor as of the date of this Agreement.
- 5. <u>RECORDATION</u>. The Grantor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Agreement.
- 6. <u>COUNTERPARTS</u>. 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., "<u>pdf</u>" or "<u>tif</u>") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 7. 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, 14.14.1, 14.14.2 AND 14.16 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., a Delaware corporation, its General

Partner

By:

Name: Jay Brown

Title:

Chief Financial Officer

Signature Page to Patent Security Agreement

4831-5937-9383 v.4

SCHEDULE I to PATENT SECURITY AGREEMENT

<u>Title</u>	Application/Patent Number	<u>Filing Date</u>	<u>Inventor</u>	If Foreign Trademark, What Country?	Company/Subsidiary
Mobile Ball Launcher with Free Ball Release and	USProv 62/424,261	11/18/2016 [Provisional Application]	James William Anthony, Marion M Ringo, David	N/A	GR Energy Services Management, LP
Method of Making Same	PCT/US17/62317	11/17/17 [Final Application - PCT]	Chesney, Roma Montifar, Thomas Bell, Tyler Chaney, Joel Henry		
	US CIP 16/415,542	5/18/2019 National Phase completed			
Apparatus and Methods for Plugging a Tubular	US Prov 62/627,049	February 6, 2018 2/6/2019 [Final Application Non-Prov]	James William Anthony, Joseph Donald Scranton, Cameron Michael Bryant	N/A	GR Energy Services Management, LP
Nightcap Assembly for Securing a Wellhead and Method of Using the Same	US Prov 62/638,801	3/5/2018 [Provisional Application] 8/29/2018 [Assessment of Rahim patent 9,976,362]	Roma Montifar, Joel Henry, Bruce Schroeder, James William Anthony	N/A	GR Energy Services Management, LP
	US Non-Prov 16/293,345	3/5/2019 [Final Application Non-Prov]			
Quick-Locking Detonation Assembly of a Downhole Perforating Tool and	US Prov 62/717,320	8/10/2018 [Provisional Application]	William Anthony, Cameron Bryant, Vadim Akhmadikin	N/A	GR Energy Services Management, LP
Method of using same	16/537,347	8/09/2019 [Non- Provisional]	V adili Akililiadikili		
		Provisional]			

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US CIP Non-Prov 16/676,246 Nov 6, 2019 18mes William Anthony, 16/676,246 US Patent #11,078,769 Logan, Vadim Akhmadikin US Provisional App Patent Memo] US Provisional App Flied] US Provisional App Flied]	(Electrical Connection for Perforating System)	Downhole Perforating Tool With Integrated Detonation Assembly And	Method Of Using Same	Downhole Perforating Tool With Integrated Detonation Assembly And Method Of Using Same	Modular Wireline Cable Cutter	Integrated Ignitor	Thread Protector	Automated Gun Builder
Patent Issued Patent Issued Patent Issued Patent Issued Patent Issued Patent Issued Cameron Michael Bryant and Vadim Akhmadikin James William Anthony, Cameron Michael Bryant and Vadim Akhmadikin Sam Schroit, Jeff Wensrich, Billy Anthony Cameron Bryan, Jeremy Logan, Vadim Akhmadikin S Provisional Cameron Bryan, Jeremy Logan, Billy Anthony Cameron Bryant, Billy Anthony, David Chesney, Roma Montifar, Tyler Chaney, Roma Montifar, Tyler Chaney,	US Patent #10,858,919	US CIP Non-Prov 16/676,246	US Patent #11,078,769	US CIP-DIV 17/366,884	Hold - wait for the new design.	US Provisional App #63/195,521	US Provisional App #63/176,260	US Provisional App #63/135,610
t and t and thaney,	08/12/2020 Patent Issued	Nov 6, 2019 08/03/2021Patent Issued		July 2, 2021	2/18/2019 [Patent Memo]	11/21/2019 [Patent Memo] 6/1/2021 [US Provisional App filed]	1/15/2020 [Patent Memo] 04/17/2027 [US Provisional App filed]	5/21/2019 [Patent Memo] 01/09/2021 [US Provisional App filed]
N/A N/A N/A N/A		James William Anthony, Cameron Michael Bryant and Vadim Akhmadikin	vaqim Aknmaqikin	James William Anthony, Cameron Michael Bryant and Vadim Akhmadikin	Sam Schroit, Jeff Wensrich, Billy Anthony	Cameron Bryan, Jeremy Logan, Vadim Akhmadikin	Cameron Bryan, Jeremy Logan, Billy Anthony	Cameron Bryant, Billy Anthony, David Chesney, Roma Montifar, Tyler Chaney,
		N/A		N/A	N/A	N/A	N/A	N/A
GR Energy Services Management, LP		ces		GR Energy Services Management, LP	GR Energy Services Management, LP	GR Energy Services Management, LP	GR Energy Services Management, LP	GR Energy Services Management, LP

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