

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7368863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
STRATUM RESERVOIR INTERMEDIATE, LLC	05/13/2022
STRATUM RESERVOIR (US), LLC	05/13/2022
STRATUM RESERVOIR, LLC	05/13/2022
STRATUM RESERVOIR (ISOTECH), LLC	05/13/2022
STRATUM RESERVOIR (US) INTERNATIONAL HOLDINGS, INC.	05/13/2022

RECEIVING PARTY DATA

Name:	WOODFOREST NATIONAL BANK
Street Address:	1330 LAKE ROBBINS DRIVE
City:	THE WOODLANDS
State/Country:	TEXAS
Postal Code:	77380

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	16834383
Patent Number:	10077139
Patent Number:	10241010
Patent Number:	9029156
Patent Number:	9146224
Patent Number:	9321052
Patent Number:	9552958
Patent Number:	11022527
Patent Number:	9983103

CORRESPONDENCE DATA

Fax Number: (713)751-3290

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: 7137513200

Email: cclayden@kslaw.com

Correspondent Name: KING & SPALDING LLP

Address Line 1: 1100 LOUISIANA STREET

PATENT

Address Line 2: SUITE 4100
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 27657.615050

NAME OF SUBMITTER: CHRISTINA CLAYDEN

SIGNATURE: /Christina Clayden/

DATE SIGNED: 06/07/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 13, 2022** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WOODFOREST NATIONAL BANK**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 13, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(b) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement 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 contract. 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.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

Section 6. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

STRATUM RESERVOIR INTERMEDIATE, LLC, a Delaware limited liability company

By: _____
Name: S. Javier Vergara
Title: Chief Financial Officer

STRATUM RESERVOIR (US), LLC, a Delaware limited liability company

By: _____
Name: S. Javier Vergara
Title: Chief Financial Officer

STRATUM RESERVOIR, LLC, a Delaware limited liability company

By: _____
Name: S. Javier Vergara
Title: Chief Financial Officer

STRATUM RESERVOIR (ISOTECH), LLC, a Delaware limited liability company

By: _____
Name: S. Javier Vergara
Title: Chief Financial Officer

STRATUM RESERVOIR (US) INTERNATIONAL HOLDINGS, INC., a Delaware corporation

By: _____
Name: S. Javier Vergara
Title: Chief Financial Officer

WOODFOREST NATIONAL BANK, as
Administrative Agent

By: 
Wesley Gerren, Assistant Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Trademarks

Company	Owner of Record	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Stratum Reservoir (US), LLC		USA	STRATUM RESERVOIR	6070818	5/14/2019	6/2/2020
Stratum Reservoir (US), LLC		USA	STRATUM RESERVOIR	6070347	12/3/2018	6/20/2020
Stratum Reservoir (Isotech), LLC		USA	ISOJAR	3686644	6/25/2007	9/22/2009
Stratum Reservoir (Isotech), LLC		USA	ISOTECH		1/27/2022	
Stratum Reservoir (Isotech), LLC		USA	ISOTECH RT	4921062	2/19/2015	3/22/2016
Stratum Reservoir (Isotech), LLC		USA	ISO BAG	3476624	10/21/2005	7/29/2008
Stratum Reservoir (Isotech), LLC		USA	ISOTECH	2035598	3/8/1996	2/4/1997
Stratum Reservoir (US), LLC		USA	ISOPAK	4898082	6/9/2015	2/9/2016
Stratum Reservoir (US), LLC		USA	ISOPAK	4898080	6/8/2015	2/9/2016
Stratum Reservoir (Isotech), LLC		USA	PHASEFX		3/3/2022	
Stratum Reservoir (Isotech), LLC		USA	ISO2UBE		2/8/2022	
Stratum Reservoir (Isotech), LLC		USA	ISOTUBE	3400158	8/30/2006	3/18/2008
Stratum Reservoir (Isotech), LLC		USA	ISOTUBE	2838483	10/22/2002	5/4/2004
Stratum Reservoir (Isotech), LLC		USA	ISOTRAP	4013073	12/1/2009	8/16/2011
Stratum Reservoir (Isotech), LLC		USA	ISOTRAP	4222231	11/23/2009	10/9/2012
Stratum Reservoir (US), LLC		USA	OILTRACERS	2515901	3/4/2000	12/4/2001
Stratum Reservoir (US), LLC		USA	OILTRACERS	3081934	10/14/2004	4/18/2006
Stratum Reservoir (Isotech), LLC		USA	ISOBAG	5137047	6/21/2016	2/7/2017

Patents

Company	Owner of Record	Country	Title	Application or Patent No.	Filing Date	Issue Date
Stratum Reservoir Intermediate, LLC		USA	System and Device for Analyzing Fluid Flow in Unconventional Hydraulically-Fractured Porous Media	16/834,383	3/30/2020	
Stratum Reservoir (Isotech), LLC		USA	Sampling Bag and Funnel for Collection of Soils, Muds, or Other Solids or Liquids for Subsequent Analysis of Headspace Gases and/or Other Contents via Stable Isotope Analysis (C,H,N,O,S) or Other Analytical Procedures	10,077,139	12/2/2011	9/18/2018
Stratum Reservoir (US), LLC		USA	Apparatus and Methods of Collecting and Sampling Hydrocarbon Fluids	10241010	4/1/2015	3/26/2019
Stratum Reservoir (US), LLC		USA	Measuring Properties and Amount of Producibile Oil in Shale-Oil Reservoir Samples	9,029,156	5/9/2013	5/12/2015
Stratum Reservoir (Isotech), LLC		USA	Low Dead Volume Core-Degassing Apparatus	9,146,224	9/3/2013	9/29/2015
Stratum Reservoir (US), LLC		USA	Fluid Sampling Flask Having Cap and Valve Assembly	9,321,052	5/16/2014	4/26/2016
Stratum Reservoir (US), LLC		USA	Alignment Marking for Rock Sample Analysis	9,552,958	2/25/2014	1/24/2017
Stratum Reservoir (US), LLC		USA	Apparatus and Methods of Collecting and Sampling Fluids	11,022,527	2/8/2019	6/1/2021
Stratum Reservoir (Isotech), LLC		USA	Gas Sampling Apparatus	9,983,103	2/25/2014	5/29/2018

Copyrights

None.

Company	Owner of Record	Country	Title	Type of Work	Application or Registration No.	Issue Date

Trademark, Patent and Copyright Licenses

None.