

**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7441907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
BASIN INDUSTRIES LLC	07/20/2022
BASIN MATERIAL HANDLING LLC	07/20/2022
BLACK DIAMOND OILFIELD RENTALS LLC	07/20/2022
PINNACLE OILFIELD INSPECTION SERVICES LLC	07/20/2022
BASIN RENTALS LP	07/20/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	CALLODINE COMMERCIAL FINANCE, LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	545 BOYLSTON STREET, 10TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116

**PROPERTY NUMBERS Total: 28**

Property Type	Number
Patent Number:	11319805
Patent Number:	11229962
Patent Number:	11156042
Patent Number:	11153206
Patent Number:	11149500
Patent Number:	11028656
Patent Number:	11021917
Patent Number:	10711530
Patent Number:	10669841
Application Number:	17400056
Application Number:	17503786
Application Number:	17332084
Application Number:	17365128
Application Number:	17126415
Application Number:	17167602
Application Number:	17169309

**PATENT**

Property Type	Number
Application Number:	17088035
Application Number:	17089616
Application Number:	17123401
Application Number:	17109836
Application Number:	17083201
Application Number:	17010678
Application Number:	16926219
Application Number:	16998079
Application Number:	16849578
Application Number:	16791929
Application Number:	16680242
Application Number:	15924709

#### CORRESPONDENCE DATA

**Fax Number:** (617)341-7701

***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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** LINDA A. SALERA, SENIOR PARALEGAL

**Address Line 1:** ONE FEDERAL STREET

**Address Line 2:** C/O MORGAN, LEWIS & BOCKIUS LLP

**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	LINDA A. SALERA
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<b>SIGNATURE:</b>	/Linda A. Salera/
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<b>DATE SIGNED:</b>	07/20/2022
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#### Total Attachments: 13

source=Basin - Intellectual Property Security Agreement (2022) Executed#page1.tif  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 20, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CALLODINE COMMERCIAL FINANCE, LLC, in its capacity as Administrative Agent and collateral agent for the Credit Parties (as defined in the Term Loan Agreement defined below) pursuant to the Term Loan Agreement, as a pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, dated as July 20, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”), by and among Basin Industries LLC, a Delaware limited liability company, as the Lead Borrower (as defined therein) and as a Borrower (as defined therein), the other Borrowers from time to time party thereto, the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Security Agreement, dated as of July 20, 2022 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Administrative Agent and pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Term Loan Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Term Loan Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Credit Parties, and grants to Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the “Intellectual Property Collateral”):

(a) (i) all of its Copyrights and all related Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals, reversions and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) (i) all of its Patents and all related Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto; (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) (i) all of its Trademarks and all related Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property.

3. Security for Secured Obligations. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or the other members of the Credit Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property 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. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto.

(b) Without limiting Grantors' obligations under this section, Grantors hereby authorize Administrative Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new Intellectual Property Collateral. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Counterparts. This Intellectual Property Security Agreement is a Loan Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

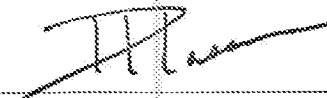
7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**BASIN INDUSTRIES LLC**

By:   
Name: Tyler Hassen  
Title: President

**BASIN MATERIAL HANDLING LLC**

By: \_\_\_\_\_  
Name: Mark Suvak  
Title: President

**BLACK DIAMOND OILFIELD RENTALS LLC**


By: \_\_\_\_\_  
Name: Christopher Biggerstaff  
Title: President and Chief Executive Officer

**PINNACLE OILFIELD INSPECTION SERVICES  
LLC**

By: \_\_\_\_\_  
Name: Ricky J. Suire  
Title: President and Chief Executive Officer

**BASIN RENTALS LP**

By: Basin Rentals GP LLC, its general partner

By:   
Name: John B. Fitzgibbons  
Title: President and Chief Executive Officer


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By: \_\_\_\_\_  
Name: Tyler Hassen  
Title: President

**BASIN MATERIAL HANDLING LLC**

By:  \_\_\_\_\_  
Name: Mark Suvak  
Title: President

**BLACK DIAMOND OILFIELD RENTALS LLC**

By: \_\_\_\_\_  
Name: Christopher Biggerstaff  
Title: President and Chief Executive Officer

**PINNACLE OILFIELD INSPECTION SERVICES  
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By: \_\_\_\_\_  
Name: Ricky J. Suire  
Title: President and Chief Executive Officer

**BASIN RENTALS LP**

By: Basin Rentals GP LLC, its general partner

By: \_\_\_\_\_  
Name: John B. Fitzgibbons  
Title: President and Chief Executive Officer

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**GRANTORS:**

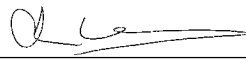
**BASIN INDUSTRIES LLC**

By: \_\_\_\_\_  
Name: Tyler Hassen  
Title: President

**BASIN MATERIAL HANDLING LLC**

By: \_\_\_\_\_  
Name: Mark Suvak  
Title: President

**BLACK DIAMOND OILFIELD RENTALS LLC**

By:  \_\_\_\_\_  
Name: Christopher Biggerstaff  
Title: President and Chief Executive Officer

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Name: Ricky J. Suire  
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**BASIN RENTALS LP**

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Name: John B. Fitzgibbons  
Title: President and Chief Executive Officer



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**GRANTORS:**

**BASIN INDUSTRIES LLC**

By: \_\_\_\_\_  
Name: Tyler Hassen  
Title: President

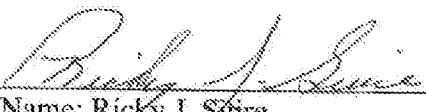
**BASIN MATERIAL HANDLING LLC**

By: \_\_\_\_\_  
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Title: President

**BLACK DIAMOND OILFIELD RENTALS LLC**

By: \_\_\_\_\_  
Name: Christopher Biggerstaff  
Title: President and Chief Executive Officer

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LLC**

By:  \_\_\_\_\_  
Name: Ricky J. Stire  
Title: President and Chief Executive Officer

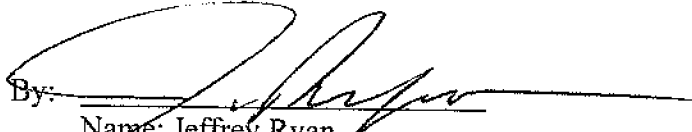
**BASIN RENTALS LP**

By: Basin Rentals GP LLC, its general partner

By: \_\_\_\_\_  
Name: John B. Fitzgibbons  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CALLODINE COMMERCIAL FINANCE, LLC,**  
as Administrative Agent

By:   
Name: Jeffrey Ryan  
Title Vice President

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b><u>Trademark Name</u></b>	<b><u>Registration/ Serial No.</u></b>	<b><u>Registration Date/ Filing Date</u></b>	<b><u>Owner(s)</u></b>
<b>RIGDOWN</b>	6269975 / 88885488	16-FEB-2021 / 24-APR-2020	Black Diamond Oilfield Rentals LLC
<b>ARROGATE DEFENDER</b>	5623382 / 87384824	04-DEC-2018 / 24-MAR-2017	Black Diamond Oilfield Rentals LLC
<b>EVRDRL</b>	5623370 / 87377751	04-DEC-2018 / 20-MAR-2017	Black Diamond Oilfield Rentals LLC

**Trademark Licenses**

None.

**Patents**

<b><u>Patent Description</u></b>	<b><u>Patent Number/ Application Number</u></b>	<b><u>Patent Date/ Application Date</u></b>	<b><u>Owner(s)</u></b>
Systems and methods for reducing electrical interference in measurement- while-drilling data	11319805 / 16889261	2022-05-03 / 2020-06-01	BLACK DIAMOND OILFIELD RENTALS LLC   BASIN DRILLING TOOLS LP   ERDOS MILLER INC
System, method and apparatus for fin cutter for downhole tool	11229962 / 17225276	2022-01-25 / 2021-04-08	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC.
<u>Piston-style drilling mud screen system and methods thereof</u>	11156042 / 16677084	2021-10-26 / 2019-11-07	BLACK DIAMOND OILFIELD RENTALS LLC
Contact module for communicating with a downhole device	11153206 / 16822185	2021-10-19 / 2020-03-18	BLACK DIAMOND OILFIELD RENTALS LLC   BASIN DRILLING TOOLS LP   ERDOS MILLER INC

<b><u>Patent Description</u></b>	<b><u>Patent Number/ Application Number</u></b>	<b><u>Patent Date/ Application Date</u></b>	<b><u>Owner(s)</u></b>
Contact module for communicating with a downhole device	11149500 / 16925825	2021-10-19 / 2020-07-10	ERDOS MILLER INC   BLACK DIAMOND OILFIELD RENTALS LLC
Drilling mud screen system and methods thereof	11028656 / 15959070	2021-06-08 / 2018-04-20	Black Diamond Oilfield Rentals LLC
Piston-style drilling mud screen system and methods thereof	11021917 / 16230597	2021-06-01 / 2018-12-21	Black Diamond Oilfield Rentals LLC
Contact module for communicating with a downhole device	10711530 / 16424183	2020-07-14 / 2019-05-28	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC.
Systems and methods for reducing electrical interference in measurement-while-drilling data	10669841 / 16676619	2020-06-02 / 2019-11-07	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC.
ROTATING LIFTING BAIL AND METHODS THEREOF	17400056	2021-08-11	Black Diamond Oilfield Rentals LLC
CONTACT MODULE FOR COMMUNICATING WITH A DOWNHOLE DEVICE	17503786	2021-10-18	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC.
METHOD AND APPARATUS FOR CUTTING OF OBJECTS IN A SUBSEA WELL AND SEALING THE PRODUCTION BORE OF SAID WELL	17332084	2021-05-27	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC
SELECTABLE HOLE TRIMMER AND METHODS THEREOF	17365128	2021-07-01	Black Diamond Oilfield Rentals LLC
VALVE STYLE DRILLING MUD SCREEN SYSTEM AND METHODS THEREOF	17126415	2020-12-18	Black Diamond Oilfield Rentals LLC
OPTIMIZATION OF AUTOMATED TELEMETRY FOR A DOWNHOLE DEVICE	17167602	2021-02-04	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC.

<b><u>Patent Description</u></b>	<b><u>Patent Number/ Application Number</u></b>	<b><u>Patent Date/ Application Date</u></b>	<b><u>Owner(s)</u></b>
DRILLING MUD SCREEN SYSTEM AND METHODS THEREOF	17169309	2021-02-05	Black Diamond Oilfield Rentals LLC
Multi-Screen Drilling Mud and Completion Fluids Screen System and Methods Thereof	17088035	2020-11-03	Black Diamond Oilfield Rentals LLC
DEVICE AND METHOD TO TRIGGER, SHIFT, AND/OR OPERATE A DOWNHOLE DEVICE OF A DRILLING STRING IN A WELLBORE	17089616	2020-11-04	Black Diamond Oilfield Rentals LLC
APPARATUS AND METHODS FOR PISTON-STYLE DRILLING MUD SCREEN SYSTEM	17123401	2020-12-16	Black Diamond Oilfield Rentals LLC
AUTOMATED TELEMTRY FOR SWITCHING TRANSMISSION MODES OF A DOWNHOLE DEVICE	17109836	2020-12-02	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC
DRILLING MUD SCREEN APPARATUS AND METHODS THEREOF	17083201	2020-10-28	Black Diamond Oilfield Rentals LLC
DRILLING MUD SCREEN SYSTEM AND METHODS THEREOF	17010678	2020-09-02	Black Diamond Oilfield Rentals LLC
DRILL PIPE AND OPTIMIZATION THEREOF	16926219	2020-07-10	Black Diamond Oilfield Rentals LLC
AUTOMATED TELEMTRY FOR SWITCHING TRANSMISSION MODES OF A DOWNHOLE DEVICE	16998079	2020-08-20	BLACK DIAMOND OILFIELD RENTALS LLC   ERDOS MILLER INC
ELEVATOR GRIP LIFTING AND ROTARY SLIP HOLDING SYSTEM AND METHODS THEREOF	16849578	2020-04-15	Black Diamond Oilfield Rentals LLC

<u>Patent Description</u>	<u>Patent Number/ Application Number</u>	<u>Patent Date/ Application Date</u>	<u>Owner(s)</u>
DRILL PIPE AND OPTIMIZATION THEREOF	16791929	2020-02-14	Black Diamond Oilfield Rentals LLC
DRILL PIPE	16680242	2019-11-11	Black Diamond Oilfield Rentals LLC
ROTARY SHOULDER CONNECTIONS FOR THREADED PIPE CONNECTIONS	15924709	2018-03-19	Black Diamond Oilfield Rentals LLC

#### Patent Licenses

<u>Patent Description</u>	<u>Registration Number</u>	<u>Owner/ Licensor</u>
License was granted in License and Revenue Sharing Agreement, between Black Diamond Oilfield Rentals LLC and NXG Technologies Limited, dated January 20, 2022. Patents cover technology for NXG products.	P147326CA00 P147326US00 P147341CA00 P147341US00 P147360CA00 P147360US00	NXG Technologies Limited
License was granted in Rental, License and Revenue Sharing Agreement, between Black Diamond Oilfield Rentals LLC and Magnolia Research & Development, LLC, dated June 28, 2021. Patents cover technology for certain Magnolia products.	10,100,587 B2 10,408,702 B2 16107767 (Quick Connector) 16765457 (Digital Switching Agitator)	Magnolia Research & Development, LLC

#### Copyright Registrations

<b>Grantor</b>	<b>Country</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>
None.				

#### Copyright Licenses

<u>Copyright Description</u>	<u>Registration Number</u>	<u>Owner/ Licensor</u>
Sublicense to use certain manufacturing manuals and other material	n/a	Owner: Caterpillar Inc. Sublicensor: Monarch Consulting LLC