### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7800189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
IRON HORSE TOOLS, INC.	02/03/2023

### **RECEIVING PARTY DATA**

Name:	WOODFOREST NATIONAL BANK
Street Address:	1330 LAKE ROBBINS DRIVE, SUITE 500
City:	THE WOODLANDS
State/Country:	TEXAS
Postal Code:	77380

### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	15222339
Application Number:	15360945
Application Number:	16949080
PCT Number:	US2016044655
PCT Number:	US2016063766
Application Number:	09163487

### **CORRESPONDENCE DATA**

**Fax Number:** (713)226-6398

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:** 713-226-6000

Email: PATMail@porterhedges.com

Correspondent Name: JONATHAN PIERCE
Address Line 1: 1000 MAIN STREET

Address Line 4: HOUSTON, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER:	014944-0073
NAME OF SUBMITTER:	JONATHAN PIERCE
SIGNATURE:	/jmp/
DATE SIGNED:	02/16/2023

**Total Attachments: 7** 

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### PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2023 (the "Agreement"), by and between IRON HORSE TOOLS, INC., a Texas corporation ("Debtor"), and WOODFOREST NATIONAL BANK, a national banking association, as lender ("Secured Party").

### WITNESSETH:

- **WHEREAS**, Debtor, as borrower, the other borrowers from time to time party thereto, and Secured Party have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*");
- **WHEREAS**, Debtor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), pursuant to which Debtor has granted a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;
- **WHEREAS**, as a condition to extending credit to Debtor and the other borrowers under the Credit Agreement, Secured Party requires that Debtor grants to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and
- WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to extend credit to Debtor and the other borrowers pursuant to the Credit Agreement, Debtor agrees as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligations, Debtor hereby mortgages, pledges and grants to Secured Party a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:
  - (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
  - (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
    - (c) all reissues, continuations or extensions of the foregoing; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

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- SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Security Interest. Upon the occurrence of the Termination Date, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.
- SECTION 5. <u>Acknowledgment</u>. Debtor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.
- SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts and by facsimile, portable document format (PDF), and other electronic means, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

### DEBTOR:

IRON HORSE TOOLS, INC., a Texas corporation

Michael W. Scott

**Executive Vice President** 

STATE OF TEXAS ) ss.

COUNTY OF [ WAY S )

This instrument was acknowledged before me on January 3, 2023, by Michael W. Scott, an Executive Vice President of Iron Horse Tools, Inc., Texas corporation, for and on behalf of such company, and for the purpose and consideration herein stated.

CARA DAWN GARLOW Notery Public, State of Texas Comm. Expires 08-26-2023 Notery ID 126063730

Notary Public in and for the State of Texas

### SECURED PARTY:

WOODFOREST NATIONAL BANK

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Vice President

STATE OF TEXAS

) ss.

COUNTY OF Montgomery

This instrument was acknowledged before me on 212023, by Wesley Gerren, a Vice President of Woodforest National Bank, for and on behalf of such company, and for the purpose and consideration herein stated.

MORGAN GONZALES

MORGAN GONZALES

Notery Public, State of Texas

Comm. Expires 08-21-2024

Notery ID 132656589

Notary-Public in and for the State of Texas

**REEL: 062717 FRAME: 0837** 

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### Patent and Trademark Security Agreement

**Patents** 

Application Serial No. Filing Date Patent No. Co	15/222,339 28-July-16 US10898831	15/360,945 23-Nov-16 US11077390	15/222,339 28-July-16 US2017028317	15/360,945 23-Nov-16 US2017232365		16/949,080 13-Oct-20 US2021023476
Country	US	US	US	211	US	US
Patent Issue Date	31-July-15	31-July-15	31-July-15		31-July-15	31-July-15 31-July-15
Title	Separating Drilling Cuttings And Gas Using A Liquid Seal	Separating Drilling Cuttings And Gas Using A Liquid Seal	Separating Drilling Cuttings And	Gas Osing A Liquid Sear	Separating Drilling Cuttings And Gas Using A Liquid Seal	Separating Drilling Cuttings And Gas Using A Liquid Seal Methods Of Separating Drilling Cuttings And Gas Using A Liquid Seal
Status	Patented	Patented	   Patented		Patented	Patented Patented

Patented	Apparatus For Grinding A Shank Of A Drill Bit Appareil De Meulage De La Tige D'un Foret	10-July-98	WO	WO0002706	8-July-99	WO1999CA00620
Patented	Apparatus For Grinding A Shank Of A Drill Bit	10-July-98	US	US6059642	30-Sept-98	09/163,487
Patented	Apparatus For Grinding A Shank Of A Drill Bit Appareil Pour Le Meulage D'une Queue De Meche	10-July-98	CA	CA2242907	10-July-98	CA19982242907
Patented		10-July-98	AU	AU199948914	8-July-99	AU19990048914
Patented	Apparatus For Grinding A Shank Of A Drill Bit	10-July-98	AU	AU199948914	8-July-99	AU19990048914
Patented	Separating Drilling Cuttings And Gas Using A Liquid Seal Separation Entre Des Deblais De Forage Et Un Gaz Au Moyen D'un Joint Liquide	25-Nov-15	WO	WO17091808	25-Nov-16	PCT/US2016/063766
Status	Title	Patent Issue Date	Country	Patent No.	Filing Date	Application Serial No.

Schedule 1 to Patent and Trademark Security Agreement - Page 2

## Schedule 1 to Patent and Trademark Security Agreement - Page 3

**RECORDED: 02/16/2023** 

# Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Iron Horse Tools	Mark
16-Aug-2021	Application Date
90885328	Serial No.
	Registration Date
	Registration No.
US	Country
IRON HORSE TOOLS, INC.	Ownership