

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI237283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TETRA Technologies, Inc.		05/13/2024
RECEIVING PARTY DATA		
Company Name:	BANK OF AMERICA, N.A., as administrative agent	
Street Address:	901 Main Street	
Internal Address:	11th Floor	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75202	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Patent Number:	9457326	
Patent Number:	9790776	
Patent Number:	10807050	
Patent Number:	10443366	
Patent Number:	11046509	
Patent Number:	11261706	
Patent Number:	10808513	
Patent Number:	11104836	
Patent Number:	11344897	
Patent Number:	11208586	
Patent Number:	11015737	
Patent Number:	11691112	
Patent Number:	11391134	
Patent Number:	11261362	
Patent Number:	11208587	
Patent Number:	11292956	
Patent Number:	11613687	
Patent Number:	11779937	
Patent Number:	11781408	

Property Type	Number
Patent Number:	11827599
Patent Number:	11920439
Application Number:	17328587
Application Number:	63426923
Application Number:	63511724
Application Number:	18458928
Application Number:	18540199
Application Number:	18483031
Application Number:	18345142
Application Number:	18483036

CORRESPONDENCE DATA

Fax Number: 2122944700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: Becky L. Troutman

Address Line 1: Winston & Strawn LLP

Address Line 2: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 3165.774 IPSA BofA/Tetra

NAME OF SUBMITTER: Deomattie Kumar

SIGNATURE: Deomattie Kumar

DATE SIGNED: 05/16/2024

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of May 13, 2024 by and among each of the entities listed on the signature pages hereof (each a "Grantor", and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Administrative Agent") on behalf of the Secured Parties.

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 10, 2018 (as amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), among Borrower, certain lenders therein named (collectively, the "Lenders") and the Administrative Agent, the Lenders have agreed to make loans upon the terms and subject to the conditions set forth therein;

WHEREAS, in order to secure the Borrower's obligations under the Credit Agreement, each Grantor entered into that certain Pledge and Security Agreement, dated as of September 10, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Credit Agreement, the Loan Parties have entered into the Intellectual Property Security Agreement, dated as of September 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), in favor of Administrative Agent for the benefit of the Secured Parties;

WHEREAS, the terms of this Agreement are supplemental to and not in replacement of the terms of the Security Agreement and Intellectual Property Security Agreement; and

WHEREAS, the Grantors will receive direct or indirect benefits from the execution of, and performance of obligations under, this Agreement.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Terms Defined in Security Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "IP Collateral"):

(a) all Copyrights, Patents, Trademarks, Licenses and all other Intellectual Property, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all accessions to, substitutions for and replacements, proceeds (including, without limitation, cash proceeds and noncash proceeds), insurance proceeds and products of the

foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations; *provided, however*, that “IP Collateral” (and each defined term used in the definition of IP Collateral) shall not include any Excluded Assets; and *provided, further*, that if and when any property that would otherwise be IP Collateral shall cease to be Excluded Assets, such property shall be deemed at all times from and after such date to constitute IP Collateral.

Section 3. Purpose; Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest in the IP Collateral with the United States Patent and Trademark Office. The security interest granted pursuant to this 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 the Administrative Agent with respect to the security interest in the IP 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, *mutatis mutandis*, as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of that certain Intercreditor Agreement, dated as of January 12, 2024, among the Administrative Agent, SILVER POINT FINANCE, LLC and the other parties thereto (the “Intercreditor Agreement”). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

Section 9. Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES. THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF

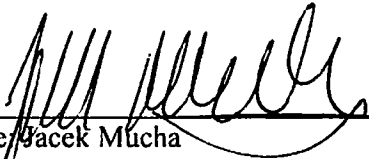
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first written above.

GRANTOR:

TETRA TECHNOLOGIES, INC.

By:


Name: Jacek Mucha

Title: Vice President – Finance, Treasurer,
and Assistant Secretary

BANK OF AMERICA, N.A., as
Administrative Agent

By: Michael Danby
Name: Michael Danby
Title: Vice President

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

New Patents:

Title	Status	Jurisdiction	Registration Number	Registration Date	Registered Owner
Multi chamber mixing manifold	Issued	U.S.	9457326	2016-10-04	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9790776	2017-10-17	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	10807050	2020-10-20	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	10443366	2019-10-15	TETRA TECHNOLOGIES, INC.
Above ground containment systems and methods for assembling same	Issued	U.S.	11046509	2021-06-29	TETRA TECHNOLOGIES, INC.
In situ treatment analysis mixing system	Issued	U.S.	11261706	2022-03-01	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	10808513	2020-10-20	TETRA TECHNOLOGIES, INC.
High density, low TCT monovalent brines and uses thereof	Issued	U.S.	11104836	2021-08-31	TETRA TECHNOLOGIES, INC.
Method and apparatus for hydrocyclone	Issued	U.S.	11344897	2022-05-31	TETRA TECHNOLOGIES, INC.
High density, low TCT monovalent brines and uses thereof	Issued	U.S.	11208586	2021-12-28	TETRA TECHNOLOGIES, INC.


Title	Status	Jurisdiction	Registration Number	Registration Date	Registered Owner
Rapid deployment frac water transfer system	Issued	U.S.	11015737	2021-05-25	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	11691112	2023-07-04	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	11391134	2022-07-19	TETRA TECHNOLOGIES, INC.
Stabilization and reduction of TCT of brines containing monovalent iodides	Issued	U.S.	11261362	2022-03-01	TETRA TECHNOLOGIES, INC.
Temperature stability of polyols and sugar alcohols in brines	Issued	U.S.	11208587	2021-12-28	TETRA TECHNOLOGIES, INC.
Stabilization and reduction of TCT of divalent iodide-containing brines	Issued	U.S.	11292956	2022-04-05	TETRA TECHNOLOGIES, INC.
High density, low TCT divalent brines and uses thereof	Issued	U.S.	11613687	2023-03-28	TETRA TECHNOLOGIES, INC.
Method and apparatus for hydrocyclone	Issued	U.S.	11779937	2023-10-10	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	11781408	2023-10-10	TETRA TECHNOLOGIES, INC.
Method of preparing ionic fluids	Issued	U.S.	11827599	2023-11-28	TETRA TECHNOLOGIES, INC.
Situ treatment analysis mixing system	Issued	U.S.	11920439	2024-03-05	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	Registration Number	Registration Date	Registered Owner
Rapid deployment frac water transfer system	Issued	U.S.	20210348697	2021-11-11	TETRA TECHNOLO GIES, INC.

New Patent Applications:

Title	Status	Jurisdiction	App number	Application date	Registered Owner
Method and Apparatus for Automatic Drill out	Pending	U.S.	63/426,923 (expired)	2022-11-21	TETRA TECHNOLOGIES, INC.
Integrated bromine lithium extraction	Pending	U.S.	63/511,724	2023-07-03	TETRA TECHNOLOGIES, INC.
COMPOSITION OF AN ULTRA-PURE ZINC BROMIDE AND ZINC CHLORIDE BLEND PRODUCED FROM A METHOD OF REACTING CHLORINE WITH A MIXTURE OF ZINC BROMIDE AND ZINC	Pending	U.S.	18/458,928	2023-08-30	TETRA TECHNOLOGIES, INC.
Treating ORP and ph values of tail brine	Pending	U.S.	18/540,199	2023-12-14	TETRA TECHNOLOGIES, INC.
Method of Delivering Frac Fluid And Additives (tenth continuation application) [On the fly]	Pending	U.S.	18/483,031	2023-10-09	TETRA TECHNOLOGIES, INC.
Multi Chamber Mixing Manifold (fourth continuation of CIP).	Pending	U.S.	18/345,142	2023-06-30	TETRA TECHNOLOGIES, INC.
Method and Apparatus for Hydrocyclone (second continuation)	Pending	U.S.	18/483,036	2023-10-09	TETRA TECHNOLOGIES, INC.

New Trademark Registrations:

Trademark	Jurisdiction	Status	Registration Number	Registration Date	Registered Owner
TETRA PUREFLOW	U.S. Federal	REGISTERED	6665083	08-MAR-2022	TETRA TECHNOLOGIES, INC.
Design Only 	U.S. Federal	REGISTERED	6036120	21-APR-2020	TETRA TECHNOLOGIES, INC.

New Trademark Applications:

Trademark	Jurisdiction	Status	Application Number	Application Date	Registered Owner
TETRA CS NEPTUNE	U.S. Federal	Pending	97938917	16-MAY-2023	TETRA TECHNOLOGIES, INC.
TETRA SANDSTORM	U.S. Federal	Pending	97938851	16-MAY-2023	TETRA TECHNOLOGIES, INC.