

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI252748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LiftRock LLC	05/21/2024
RECEIVING PARTY DATA	
Company Name:	Regions Bank
Street Address:	1717 McKinney Avenue, Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17890778
Patent Number:	10519983
Patent Number:	11255349
Patent Number:	11466703
CORRESPONDENCE DATA	
Fax Number:	2148558200
<i>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.</i>	
Phone:	2148558000
Email:	chris.andersen@nortonrosefulbright.com
Correspondent Name:	Chris Ralph Andersen
Address Line 1:	2200 Ross Avenue, Suite 3600
Address Line 2:	2200 Ross Avenue, Suite 3600
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	1000176856
NAME OF SUBMITTER:	CHRISTIAN ANDERSEN
SIGNATURE:	CHRISTIAN ANDERSEN
DATE SIGNED:	05/23/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of May 21, 2024, by LiftRock LLC, a Texas limited liability company (“LiftRock”), and any additional persons or entities from time to time party hereto (such additional persons or entities, together with LiftRock, each a “Grantor”, and collectively, the “Grantors”), for the benefit of Regions Bank, an Alabama Bank, as Administrative Agent (in such capacity, “Agent”) for itself and for the benefit of the other Secured Parties. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, each Grantor is party to that certain Credit and Security Agreement, dated as of July 3, 2014 (as amended by that certain First Amendment to Credit and Security Agreement, dated as of March 27, 2015, that certain Second Amendment to Credit and Security Agreement, dated as of March 29, 2016, that certain Third Amendment to Credit and Security Agreement, dated as of August 17, 2017, that certain Fourth Amendment and Limited Waiver to Credit and Security Agreement, August 30, 2018, that certain Fifth Amendment and Limited Waiver to Credit and Security Agreement, dated as of June 14, 2019, that certain Sixth Amendment to Credit and Security Agreement, dated as of June 2, 2020, that certain Seventh Amendment to Credit and Security Agreement, April 15, 2021, that certain Eighth Amendment to the Credit and Security Agreement and Limited Waiver, dated as of June 17, 2022, that certain Ninth Amendment to Credit and Security Agreement, dated as of May 31, 2023, that certain Tenth Amendment to Credit and Security Agreement and Limited Consent, dated as of April 1, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Flatrock Compression LLC, a Texas limited liability company, the other Credit Parties from time to time party thereto, Flatrock Compression Holdings LLC, a Delaware limited liability company, the financial institutions from time to time party thereto and Regions Bank, an Alabama Bank, as Swingline Lender, LC Issuer and Agent; and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- a) all letters patent of the United States or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, and all applications for letters patent of the United States, including

without limitation those patents and applications set forth in Schedule A hereto (the “Patents”);

- b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any intent-to-use United States trademark applications to the extent that, and solely during the period in which, an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill symbolized thereby (the “Trademarks”);
- c) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations

are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. This Agreement is subject in all respects to the terms and provisions of the Credit Agreement, including, but not limited to, each Grantor's obligations, representations, warranties and covenants relating to the Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Credit Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Credit Agreement and the terms hereof, the terms of the Credit Agreement shall govern.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.


SECTION 7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Collateral will revert to the applicable Grantor) in accordance with the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.


GRANTOR:

LIFTROCK LLC, a Texas limited liability company

By:  _____
Name: B. J. Ellis
Title: President

AGENT:

REGIONS BANK, an Alabama Bank

By: 
Name: Evie Krimm
Title: Managing Director

Schedule A

Patents and Patent Applications

	TITLE	COUNTRY	APPLICATION NO.	FILING DATE	PATENT NUMBER	PUBLICATION DATE	STATUS	INVENTOR NAME
1.	METHODS AND APPARATI FOR QUICKSET GAS LIFT SEPARATION AND LIQUID STORAGE	United States	16/565,081	Sep. 9, 2019	10,519,983	Dec. 31, 2019	Issued	Billy Joe Ellis, Jr.
2.	METHODS AND APPARATI FOR QUICKSET GAS LIFT SEPARATION AND LIQUID STORAGE	United States	17/239,126	Apr. 23, 2021	11,255,349	Feb., 22, 2022	Issued	Billy Joe Ellis, Jr.
3.	METHODS AND APPARATI FOR QUICKSET GAS LIFT SEPARATION AND LIQUID STORAGE	United States	17/670,251	Feb. 11, 2022	11,466,703	Oct., 11, 2022	Issued	Billy Joe Ellis, Jr.
4.	METHODS AND APPARATI FOR QUICKSET GAS LIFT SEPARATION AND LIQUID STORAGE	United States	17/890,778	Aug. 18, 2022	--	--	Pending	Billy Joe Ellis, Jr.

Schedule B

Trademarks and Trademark Applications

	MARK	STATUS	APPLICATION FILING DATE	US APPLICATION SERIAL NUMBER	US REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE DUE
1.	LIFTROCK	Registered	Jun. 14, 2018	88001145	6108446	Jul. 21, 2020	Jul. 21, 2025

None.

Schedule C
Copyrights