

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zeeco USA, LLC		06/12/2015	LIMITED LIABILITY COMPANY: OKLAHOMA
Zeeco, Inc.		06/12/2015	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	110 W. 7th Street, 17th Floor		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74119		
Entity Type:	National Bank Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2648748	ZEECO, INC.	
Registration Number:	2860681	ZEECO	
Registration Number:	4138237	Z ZEECO	
Serial Number:	86632744	FREE JET	
CORRESPONDENCE DATA			
Fax Number:	9185954990		
<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:	918-595-4963		
Email:	iplaw@gablelaw.com		
Correspondent Name:	GableGotwals/Paul Rossler		
Address Line 1:	100 W 5TH ST, 10TH FLOOR		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	007140-00009		
NAME OF SUBMITTER:	Paul E. Rossler		
SIGNATURE:	/Paul E. Rossler/		
DATE SIGNED:	06/19/2015		

CH \$115.00 2648748

Total Attachments: 12

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page1.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page2.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page3.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page4.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page5.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page6.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page7.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page8.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page9.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page10.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page11.tif

source=JPMorgan - Zeeco - 2nd Amended and Restated Patent and Trademark Security Agreement (1361710-3x9DA4C)#page12.tif

**SECOND AMENDED AND RESTATED
IP SECURITY AGREEMENT
(Zeeco, Inc. and Zeeco USA, LLC Patents and Trademarks)**

THIS SECOND AMENDED AND RESTATED IP SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made as of June 12, 2015 by **ZEECO USA, LLC**, an Oklahoma limited liability company ("Zeeco USA"), and **ZEECO, INC.**, an Oklahoma corporation ("Zeeco" and together with Zeeco USA, the "Pledgors"), in favor of **JPMORGAN CHASE BANK, N.A.** as Collateral Agent (the "Collateral Agent" or "Agent") for the Secured Parties (as defined in the Domestic Credit Agreement described below).

RECITALS

A. The Pledgors, JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent, the Lenders and the Export-Related Lender are parties to the Fourth Amended and Restated Credit Agreement of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement"). As security for the Secured Obligations (as defined in the Domestic Credit Agreement), the Pledgors have granted the Collateral Agent a security interest in, among other property, certain intellectual property, pursuant to (i) the Amended and Restated Pledge and Security Agreement dated of even date herewith from Zeeco in favor of the Collateral Agent, and (ii) the Amended and Restated Pledge and Security Agreement dated of even date herewith from Zeeco USA in favor of the Collateral Agent (collectively, as they may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreements"), each of which amends and restates the "Existing Security Agreement" described therein.

B. The Pledgors are entering into this Agreement in order to (i) induce the Lenders to enter into and extend credit to the Borrowers under the Domestic Credit Agreement and the Export-Related Loan Agreement, (ii) allow Collateral Agent to record this Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, and (iii) amend and restate the Amended and Restated Security Agreement dated June, 2009 by Pledgors in favor of the Collateral Agent, as it has been ratified and amended (as so ratified and amended, the "Existing Security Agreement");

ACCORDINGLY, the Pledgors and the Collateral Agent, on behalf of the Secured Parties, agree that the Existing Security Agreement is amended and restated as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Domestic Credit Agreement.

2. Collateral. To secure the prompt payment and performance when due of the Secured Obligations, the Pledgors have assigned and granted and hereby assign and grant to Collateral Agent a security interest in the following described property now owned or hereafter acquired by Pledgors or either of them ("Collateral");

(a) The general intangibles described on Exhibit A, representing all patents, pending patents and patent applications, both foreign and domestic, and all Pledgors' interest in all unpatented or unpatentable inventions owned by either Pledgor or in which either Pledgor

has any interest; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(b) The general intangibles described on Exhibit B, representing all trademarks, service marks, and trade names owned by either Pledgor or in which either Pledgor has any interest, both foreign and domestic, including all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(c) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(d) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

3. Pledgors' Covenants. In addition to any covenants, representations or warranties in the Security Agreements, the Pledgors covenants, represent and warrant that unless compliance is waived by Collateral Agent in writing:

(a) Exhibit A to this Agreement is a complete list of all patents and all applications therefor, in which either of the Pledgors has any right, title, or interest, throughout the world. To the extent required by Collateral Agent in its discretion, the Pledgors will promptly notify Collateral Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent and applications therefor, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgors authorize Collateral Agent, without notice to the Pledgors, to modify this Agreement by amending Exhibit A to include any such Collateral.

(b) Exhibit B to this Agreement is a complete list of all trademark and service mark registrations, and all applications therefor, in which either of the Pledgors has any right, title, or interest, throughout the world. To the extent required by Collateral Agent in its discretion, the Pledgors will promptly notify Collateral Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any trademark or service mark registration, and applications therefor, and unregistered trademarks and service marks, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit B. The Pledgors authorizes Collateral Agent, without notice to the Pledgors, to modify this Agreement by amending the Exhibit to include any such Collateral. The Pledgors authorizes Collateral Agent, without notice to the Pledgors, to modify this Agreement by amending Exhibit B to include any such Collateral.

(c) The Pledgors will, at their expense, diligently prosecute all patent, trademark or service mark applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgors pursuant to the terms of their intellectual property management program. The Pledgors also will promptly make application on any patentable but unpatented inventions, and registerable but unregistered trademarks and service marks. The Pledgors will at their expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Collateral Agent and will, at their expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgors or Collateral Agent. The Pledgors will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgors' business, or except with Collateral Agent's prior written consent.

4. Authorization. Each Pledgors authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon Collateral Agent's request.

5. Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are incorporated by reference. The provisions of the Security Agreements supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of the Collateral Agent with respect to the Collateral are as provided by the Domestic Credit Agreement, the Security Agreement, the Loan Documents and the Export-Related Loan Documents, and nothing in this Agreement limits these rights and remedies.

6. 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) is effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement is binding on and will inure to the benefit of the parties and their respective successors and assigns.

8. CHOICE OF LAW. THIS AGREEMENT IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OKLAHOMA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[SIGNATURE PAGES ATTACHED]

THIS SECOND AMENDED AND RESTATED IP SECURITY AGREEMENT is made by the Pledgors in favor of the Collateral Agent as of the date first above written.

PLEDGORS:

ZEECO, INC., an Oklahoma corporation

By: 
Darton J. Zink, President

ZEECO USA, LLC, an Oklahoma limited liability company

By: 
Darton J. Zink, Manager

THIS SECOND AMENDED AND RESTATED IP SECURITY AGREEMENT is made by the Pledgors in favor of the Collateral Agent as of the date first above written.

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By 
Kristin L. Bohanan
Commercial Banker

EXHIBIT A

Patents

See attached

ZEECO, INC. PATENTS (Issued and Pending)

Date: May 27, 2015

US Patent	US	LOW NOx BURNER APPARATUS	Issued: 5/28/2002 Pat. #: 6,394,792 Expires: 3/10/2020
US Patent	US	FLAT FLAME	Issued: 11/9/1999 Pat. #: 5,980,243 Expires: 3/12/2019
US Patent	US	BURNER FOR COMBUSTING GAS AND/OR LIQUID FUEL WITH LOW NOx PRODUCTION	Issued: 8/6/1996 Pat. #: 5,542,840 Expires: 10/4/2015
US Patent	US	LOW NOx BURNER APPARATUS AND METHOD	Issued: 12/31/2002 Pat. #: 6,499,990 Expires: 3/7/2021
US Patent	US	FLOW DIVIDER FOR RADIANT WALL BURNER	Issued: 4/30/2002 Pat. #: 6,379,146 Expires: 4/9/2021
US Patent	US	FUEL EJECTOR AND METHOD FOR REDUCED NOx EMISSIONS	Issued: 9/30/2003 Pat. #: 6,626,661 Expires: 11/1/2021
US Patent	US	VENTURI MIXER AND COMBUSTION ASSEMBLY	Issued: 11/9/2004 Pat. #: 6,814,570 Expires: 6/2/2023
US Patent	US	COMBUSTION APPARATUS AND METHOD FOR RADIATING WALL HEATING SYSTEM	Issued: 12/27/2005 Pat. #: 6,979,191 Expires: 6/17/2024

ZEECO, INC. PATENTS (Issued and Pending)

Date: May 27, 2015

US Patent	US	BUNER AND METHOD FOR INDUCTION OF FLUE GAS	Issued: 3/2/2010 Pat. #: 7,670,135 Expires: 3/2/2027
US Patent	US	METHOD AND APPARATUS FOR INSTALLING A RETRACTABLE THERMOCOUPLE	Issued: 7/16/2013 Pat. #: 8,485,010 B1 Expires: 1/17/2032
US Patent	US	APPARATUS FOR INSTALLING A RETRACTABLE THERMOCOUPLE	Pending Filed: 7/3/2013 Serial #: 13/935,152
PCT	PCT	LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 11/9/2012 Serial #: PCT/2012/064360
Foreign Patent	Brazil	LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 5/12/2014 Serial #: BR112014 0114374
Foreign Patent	EPO	LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 6/3/2014 Serial #: 12 848 457.3
Foreign Patent	Mexico	LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 5/7/2014 Serial #: MX/a/2014/0055569
US Patent	US	LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 11/9/2012 Serial #: 13/672,791

ZEECO, INC. PATENTS (Issued and Pending)

Date: May 27, 2015

US Patent	US	APPARATUS AND METHOD FOR MONITORING FLARES AND FLARE PILOTS	Pending Filed: 3/7/2013 Serial #: 13/789,004
US Patent	US	FUEL-FLEXIBLE BURNER APPARATUS AND METHOD FOR FIRED HEATERS	Pending Filed: 3/5/2014 Serial #: 14/197,333
Foreign Patent	EPO	FUEL-FLEXIBLE BURNER APPARATUS AND METHOD FOR FIRED HEATERS	Pending Filed: 3/2/2015 Serial #: 15157231.0
US Patent	US	NON-SYMMETRICAL LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 6/9/2014 Serial #: 14/299,820
PCT	PCT	NON-SYMMETRICAL LOW NOx BURNER APPARATUS AND METHOD	Pending Filed: 5/4/2015 Serial #: PCT/US2015/029048
US Patent	US	GLSF FREE JET UTLRA LOW NOX BURNER	New

EXHIBIT B

Trademarks

See attached

ZEECO, INC. TRADEMARKS (Registered and Pending)

Date: May 27, 2015

US Trademark	US	ZEECO, INC.	Registered: 11/12/2002 Reg. #: 2,648,748	Class: 011
US Trademark	US	ZEECO	Registered: 7/6/2004 Reg. #: 2,860,681	Class: 011
Foreign Trademark	Canada	ZEECO	Registered: 5/1/2013 Reg. #: TMA850,037	Class: 011
Foreign Trademark	India	ZEECO	Pending Filed: 8/23/2011 Serial #: 2193774	Class: 011
Madrid Protocol		ZEECO	Registered: 8/3/2011 Reg. #: 1102277	Class: 011
Foreign Trademark	Saudi Arabia	ZEECO	Registered: 10/15/2012 Reg. #: 1383/16	Class: 011
US Trademark	US	Z ZEECO (FLAMING DESIGN)	Registered: 5/8/2012 Reg. #: 4,138,237	Class: 011
Foreign Trademark	Canada	Z ZEECO (FLAMING DESIGN)	Registered: 5/1/2013 Reg. #: TMA850,059	Class: 011
Foreign Trademark	India	Z ZEECO (FLAMING DESIGN)	Pending Filed: 1/11/2012 Serial #: 2264982	Class: 011
Madrid Protocol		Z ZEECO (FLAMING DESIGN)	Registered: 10/13/2011 Reg. #: 1097046	Class: 011

ZEECO, INC. TRADEMARKS (Registered and Pending)

Date: May 27, 2015

Foreign Trademark	Saudi Arabia	Z ZEECO (FLAMING DESIGN)	Registered: 3/6/2013 Reg. #: 140746	Class: 011
Madrid Protocol		ZEECO	Registered: 3/11/2013 Reg. #: 1 167 122	Class: 011
Foreign Trademark	Mexico	ZEECO	Registered: 11/20/2014 Reg. #: 1496976	Class: 011
Madrid Protocol		ZEECO (Stylized flaming Z)	Registered: 3/11/2013 Reg. #: 1 167 123	Class: 011
Foreign Trademark	Mexico	ZEECO (Stylized flaming Z)	Registered: 11/20/2014 Reg. #: 1496977	Class: 011
US Trademark	US	FREE JET	Pending Filed: 5/18/2015 Serial #: 86/632,744	Class: 011