

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apergy ESP Systems, LLC		11/01/2019	Limited Liability Company: OKLAHOMA
Harbison-Fischer, Inc.		11/01/2019	Corporation: DELAWARE
PCS Ferguson, Inc.		11/01/2019	Corporation: DELAWARE
Windrock, Inc.		11/01/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5857842	DETERMINE	
Registration Number:	0651326	BEST PUMPS IN THE OIL PATCH	
Registration Number:	1588535	PETROLIFT	
Registration Number:	5666386	WELLVISION	
Registration Number:	5718061	BLOODHOUND	
Serial Number:	87816685	LEAK INDEX	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$165.00 5857842

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/06/2019
Total Attachments: 6 source=Apergy - Trademark Security Agreement (2019)#page1.tif source=Apergy - Trademark Security Agreement (2019)#page2.tif source=Apergy - Trademark Security Agreement (2019)#page3.tif source=Apergy - Trademark Security Agreement (2019)#page4.tif source=Apergy - Trademark Security Agreement (2019)#page5.tif source=Apergy - Trademark Security Agreement (2019)#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Apery ESP Systems, LLC
- 2. Harbison-Fischer, Inc.
- 3. PCS Ferguson, Inc.
- 4. Windrock, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-OK; 2. Corp.-DE; 3. Corp.-DE; 4. Corp.-TN

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 1, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: JPMorgan Chase Bank, N.A.

Street Address: CIB DMO WLO, Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 6, 2019
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 006789 FRAME: 0837**

TRADEMARK SECURITY AGREEMENT dated as of November 1, 2019 (this “*Agreement*”), between APERGY ESP SYSTEMS, LLC, HARBISON-FISCHER, INC., PCS FERGUSON, INC., and WINDROCK, INC. (the “*Grantors*”) and JPMorgan Chase Bank, N.A. (“*JPMCB*”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Apergy Corporation, as the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 9, 2018 (as supplemented by Supplement No. 1 to the Guarantee and Collateral Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Borrower, the Grantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the portion of the Article 9 Collateral constituting Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), subject to the exclusions set forth in Section 4.01(d) of the Collateral Agreement (collectively, the “*Trademark Collateral*”).

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. 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 imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE

GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF
NEW YORK.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


APERGY ESP SYSTEMS, LLC,
as Grantor

By: 
Name: Paul Mahoney
Title: President

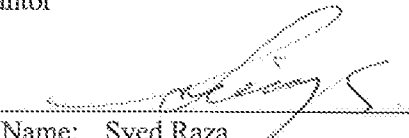
HARBISON-FISCHER, INC.,
as Grantor

By: 
Name: Paul Mahoney
Title: President

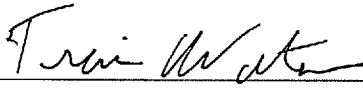
PCS FERGUSON, INC.,
as Grantor

By: 
Name: Paul Mahoney
Title: President

WINDROCK, INC.,
as Grantor

By: 
Name: Syed Raza
Title: President and General Manager

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

By: 
Name: Travis Watson
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006789 FRAME: 0841

SCHEDULE I

Trademark Applications

	Owner	Trademark	Appl. No.	Reg. No.
1.	Apergy ESP Systems, LLC	DETERMINE	87261003	5857842
2.	Harbison-Fischer, Inc.	BEST PUMPS IN THE OIL PATCH	72019888	0651326
3.	PCS Ferguson, Inc.	PETROLIFT	73788846	1588535
4.	PCS Ferguson, Inc.	WELLVISION	87957185	5666386
5.	PCS Ferguson, Inc.	BLOODHOUND	88017584	5718061
6.	Windrock, Inc.	LEAK INDEX	87816685	