

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Titania Drilling, LLC		06/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	2100 Ross Avenue		
<b>Internal Address:</b>	Suite 1850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3711849	BRIGHTER THINKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	laura.o'brien@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave.		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	057833.00002		
<b>NAME OF SUBMITTER:</b>	Laura O'Brien		
<b>SIGNATURE:</b>	/Laura O'Brien/		
<b>DATE SIGNED:</b>	06/25/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of June 22, 2020, by and between Titania Drilling, LLC, a Delaware limited liability company (the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”), as agent for Lenders (PNC, in such capacity, “Agent”).

WHEREAS, pursuant to that certain First Lien Term Loan and Security Agreement dated as June 1, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Grantor, as Borrower, the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement for purposes of filing with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to Agent and each other Secured Party of the Obligations, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of Grantor’s trademarks and trademark applications filed in the United States Patent and Trademark Office, excluding any United States intent-to-use trademark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the United States Patent and Trademark Office, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (collectively, “Trademarks”), including, without limitation, those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing and all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Trademark; *provided* that, notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AGREEMENT TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark, this Trademark Security Agreement shall automatically apply to such new Trademark or Trademarks. Without limiting or supplementing Grantor's obligations under the Loan Agreement, Grantor hereby agrees that, to the extent required by the Loan Agreement, Grantor and Agent shall modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark or Trademarks. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS; FACSIMILE SIGNATURES. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed an original signature hereto. This Trademark Security Agreement is an Other Document.


6. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary, the Liens and security interests granted to Agent, for the benefit of the Secured Parties pursuant to this Trademark Security Agreement and the exercise of any right or remedy in respect of the Trademark Collateral by Agent, on behalf of the Secured Parties hereunder or under any Other Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

*[Remainder of page intentionally left blank; signature pages follow.]*



ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Anita Puligandla  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006979 FRAME: 0859**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Owner/Grantor</b>	<b>Serial/Registration Number</b>	<b>Filing Date/Registration Date</b>	<b>Mark</b>
Titania Drilling, LLC	3,711,849	November 17, 2009	Brighter Thinking