

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tesco Controls, Inc.		10/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4736169	ENDURANCE	
Registration Number:	5471817	TESCO	
Registration Number:	4321260	TESCONNEX	
Registration Number:	4092646	TESCO	
Registration Number:	2233650	L2000	
Registration Number:	1467124	SITEGLAS	
Registration Number:	1135026	LIQUITRONIC	
Serial Number:	97001942	TESCOFLEX	
Serial Number:	90780807	TESCOFLEX SERVICE PEDESTAL	
Serial Number:	90767180	FLOWSOFT	
Serial Number:	90767127	REACTIVE AIR	
Serial Number:	90742056	TESCOFLEX	
Serial Number:	90389885	EMASS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		

CH \$340.00 4736169

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283.079

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 10/29/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Tesco Controls, Inc., a California corporation (“**Grantor**”), in favor of Crescent Agency Services LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of October 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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 as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Tesco Controls, Inc., as a Grantor

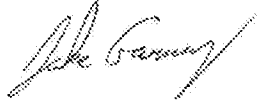
DocuSigned by:
By: 
Name: Rahul Vinnakota
Title: Managing Director

[Signature Page to Trademark Security Agreement]

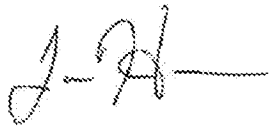
Agreed and accepted as of
the date first written above:

CRESCENT AGENCY SERVICES LLC, as
Administrative Agent and Collateral Agent

By: Crescent Capital Group LP, its Managing
Member



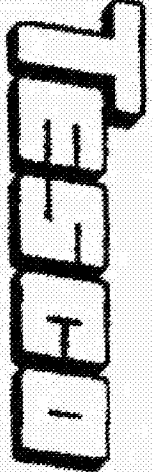


By: _____
Name: Jake Garmey
Title: Managing Director



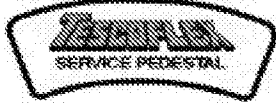
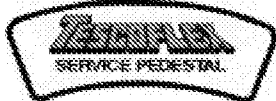
By: _____
Name: Jake Hixon
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Tesco Controls, Inc.	ENDURANCE	United States	4736169	05/12/2015
Tesco Controls, Inc.		United States	5471817	05/22/2018
Tesco Controls, Inc.	TESCONNEX	United States	4321260	04/16/2013
Tesco Controls, Inc.		United States	4092646	01/31/2012
Tesco Controls, Inc.		United States	2233650	03/23/1999
Tesco Controls, Inc.	SITEGLAS	United States	1467124	12/01/1987
Tesco Controls, Inc.	LIQUITRONIC	United States	1135026	05/13/1980

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Tesco Controls, Inc		United States	97001942	08/30/2021
Tesco Controls, Inc		United States	90780807	06/17/2021
Tesco Controls, Inc	FLOWSOFT	United States	90767180	06/10/2021
Tesco Controls, Inc	REACTIVE AIR	United States	90767127	06/10/2021
Tesco Controls, Inc.	TESCOFLEX	United States	90742056	05/28/2021
Tesco Controls, Inc	EMASS	United States	90389885	12/17/2020