TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM699565

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Technologies, Inc.		12/30/2021	Corporation: ARIZONA
Enviro-Drill, Inc.		12/30/2021	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Regions Bank, as Administrative Agent	
Street Address:	615 South College Street, Suite 600	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
Entity Type:	Corporation: ALABAMA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2459820	
Registration Number:	1211040	
Registration Number:	2463984	

CORRESPONDENCE DATA

Fax Number: 7044448857

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.

Phone: 7043432000

Email: twitcher@mcquirewoods.com Terry L. Witcher, Senior Paralegal **Correspondent Name:**

McGuireWoods LLP Address Line 1:

201 N. Tryon Street, Suite 3000 Address Line 2:

Charlotte, NORTH CAROLINA 28202 Address Line 4:

NAME OF SUBMITTER:	Terry L. Witcher	
SIGNATURE:	/s/ Terry L. Witcher	
DATE SIGNED:	01/04/2022	

Total Attachments: 6

source=Royal - Western Tech Trademark Security Agreement (Executed)#page1.tif source=Royal - Western Tech Trademark Security Agreement (Executed)#page2.tif

source=Royal - Western Tech Trademark Security Agreement (Executed)#page3.tif
source=Royal - Western Tech Trademark Security Agreement (Executed)#page4.tif
source=Royal - Western Tech Trademark Security Agreement (Executed)#page5.tif
source=Royal - Western Tech Trademark Security Agreement (Executed)#page6.tif

NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARK (this "<u>Trademark Security Agreement</u>"), dated as of December 30, 2021, is made by each of the entities listed on the signature pages hereof as a "<u>Grantor</u>" (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 23, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by OSP Rita Intermediate Holdings 2 LLC, a Delaware limited liability company ("Holdings"), Royal Holdco Corporation, a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Regions Bank, as Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein:

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 23, 2021 in favor of the Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1.Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or hereafter existing) of such Grantor, hereby pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral"):

all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with all goodwill associated therewith;

all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

Execution Version

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.Guaranty and 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 pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

<u>Section 5.Recordation</u>. Each Grantor authorizes the Applicable IP Office and any other government officials to record and register this Trademark Security Agreement upon request by the Borrower.

<u>Section 6.Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

<u>Section 7.Termination</u>. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

<u>Section 8.Conflict with Other Agreements</u>. In the event of any conflict between this Trademark Security Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WESTERN TECHNOLOGIES, INC.

as Grantor

Docusigned by:

Name: Randy Marwig

Title: President

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENVIRO-DRILL, INC.

as Grantor

By: _______Bocusigned by:

Name: Randy Marwig

Title: President

ACKNOWLEDGED AND AGREED as of the date first above written:

REGIONS BANK, as Administrative Agent

Title: Director

[Signature Page to Notice of Security Interest In Trademarks]

Schedule 1

Trademarks

TRADEMARK	REG. NO.	REG. DATE	OWNER
Enviro-Drill Logo			
	2450020	6110/0001	
	2459820	6/12/2001	Enviro-Drill, Inc.
Western Technologies Logo			
	1211040	9/28/1982	Western Technologies, Inc.
Nortest Analytical Logo			
	2463984	6/26/2001	Western Technologies, Inc. / Nortest Analytical
	Arizona State	0/20/2001	1 tortest / mary treat
NODTEST ANALYTICAL		9/22/1006	Wastens Taskaslasias I
NORTEST ANALYTICAL	163021	8/23/1996	Western Technologies, Inc.

4

RECORDED: 01/04/2022