ETAS ID: TM733260

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRIKE OPERATING COMPANY LLC		06/07/2022	Limited Liability Company: DELAWARE
DELTA DIRECTIONAL DRILLING LLC		06/07/2022	Limited Liability Company: DELAWARE
CROSSFIRE SERVICES LLC		06/07/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank, as Collateral Agent		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark		
Registration Number:	5548745			
Registration Number:	5697273	CAPSTONE		
Registration Number:	5720657	CAPSTONE		
Registration Number:	5697387	BOLT		
Registration Number:	5722174	BOLT		
Registration Number:	4293076	P PICKETT SYSTEMS		
Registration Number:	4195914	STRIKE		
Registration Number:	4195915	STRIKE		
Registration Number:	3434733	STRIKE CONSTRUCTION		
Registration Number:	4135488	STRIKE CONSTRUCTION, LLC		
Registration Number:	3949500	FIELD TICKET MANAGEMENT SYSTEM		
Registration Number:	5744589	DELTA DIRECTIONAL		
Registration Number:	5744593	DELTA DIRECTIONAL		
Registration Number:	5685567	CROSSFIRE		

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Property Type	Number	Word Mark	
Registration Number:	5685577	CS CROSSFIRE	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	06/08/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of June 7, 2022, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Ally Bank, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, STRIKE CONSTRUCTION LLC, a Delaware limited liability company and STRIKE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company, have entered into the ABL Credit Agreement, dated as of June 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders from time to time party thereto, the other parties from time to time party thereto and ALLY BANK, as Administrative Agent, Collateral Agent, Swingline Lender and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of June 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- Section 1. <u>Grant of Security</u>. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "<u>Collateral</u>"):
 - (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");
 - (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no

TRADEMARK REEL: 007746 FRAME: 0451 security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

- (iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing of or arising from any of the foregoing;

<u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. <u>Security for Obligations</u>. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

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- Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.
- Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different 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 instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- Section 6. Governing Law; Jurisdiction; Etc. THE TERMS OF SECTIONS 10.15 AND 10.17 OF THE CREDIT AGREEMENT WITH RESPECT TO WAIVER OF JURY TRIAL, GOVERNING LAW, SUBMISSION OF JURISDICTION AND VENUE ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

STRIKE OPERATING COMPANY LLC DELTA DIRECTIONAL DRILLING LLC CROSSFIRE SERVICES LLC

By:

Namé: Dario Deferrari

Title: Interim Chief Financial Officer, Senior

Vice President and Treasurer

ALLY BANK, as Collateral Agent

By:

Name: Scott Nightingale

Title: Authorized Signatory

Schedules to the Intellectual Property Security Agreement

Schedule A – Patents

None.

Schedule B – Trademarks

Grantor	Trademark	Application No.	Applicatio n Date	Registration No.	Registration Date
Strike Operating Company LLC		87/581,406	Aug. 23, 2017	5,548,745	Aug. 28, 2018
Strike Operating Company LLC	CAPSTONE	88/064,723	Aug. 3, 2018	5,697,273	Mar. 12, 2019
Strike Operating Company LLC	Capstone flame Logo with "Capstone"	88/064,771	Aug. 3, 2018	5,720,657	Apr. 9, 2019
Strike Operating Company LLC	BOLT	88/107,704	Sept. 6, 2018	5,697,387	Mar. 12, 2019
Strike Operating Company LLC	Bolt Logo with "Bolt"	88/107,737	Sept. 6, 2018	5,722,174	Apr. 9, 2019
Strike Operating Company LLC	P PICKETT SYSTEMS and Design	85/427,162	Sept. 20, 2011	4,293,076	Feb. 19, 2013
Strike Operating Company LLC	STRIKE	85/427,037	Sept. 20, 2011	4,195,914	Aug. 21, 2012
Strike Operating Company LLC	STRIKE and Design	85/427,071	Sept. 20, 2011	4,195,915	Aug. 21, 2012

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Grantor	Trademark	Application No.	Applicatio n Date	Registration No.	Registration Date
Strike Operating Company LLC	STRIKE CONSTRUCTI ON and Design	77/263,058	Aug. 23, 2007	3,434,733	May 27, 2008
Strike Operating Company LLC	STRIKE CONSTRUCTI ON, LLC	85/420,489	Sept. 12, 2011	4,135,488	May 1, 2012
Strike Operating Company LLC	FIELD TICKET MANAGEMEN T SYSTEM	85/026758	Apr. 29, 2010	3,949,500	Apr. 19, 2011
Delta Directional Drilling LLC	DELTA DIRECTIONAL	88/105,048	Sept. 5, 2018	5,744,589	May 7, 2019
Delta Directional Drilling LLC	Delta Directional Logo with "Delta Directional"	88/105,101	Sept. 5, 2018	5,744,593	May 7, 2019
Crossfire Services LLC	CROSSFIRE	88/030,287	Jul. 9, 2018	5,685,567	Feb. 26, 2019
Crossfire Services LLC	Crossfire "CS" Logo with "Crossfire"	88/030,420	Jul. 9, 2018	5,685,577	Feb. 26, 2019

Schedule C – Copyrights

None.

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RECORDED: 06/08/2022