

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS Multistage, LLC		05/03/2022	Limited Liability Company: TEXAS
NCS Multistage Inc.		05/03/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5625568	ANDERSON THOMPSON RESERVOIR STRATEGIES	
Registration Number:	4900077	AIRLOCK	
Registration Number:	4266971	LEAVE NOTHING BEHIND	
Registration Number:	5304158	MULTICYCLE	
Registration Number:	4310801	MULTISTAGE UNLIMITED	
Registration Number:	5380900	NCS	
Registration Number:	5080497	NCS MULTISTAGE	
Registration Number:	5061844	SHIFT FRAC CLOSE	
Registration Number:	5380871	SPOTFRAC	
Registration Number:	4865211	TRIDENT	
Registration Number:	5559819	NCS MULTISTAGE	
Registration Number:	5841354	SEQUENTIAL SWEEP	
Registration Number:	6583802	VECTRASET	
Registration Number:	6198257	FORCELLANT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	08/02/2022

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is dated as of May 3, 2022, by **NCS MULTISTAGE, LLC**, a Texas limited liability company, and **NCS MULTISTAGE INC.**, a corporation incorporated pursuant to the laws of the Province of Alberta, Canada (collectively, jointly and severally, “Grantors” and each individually “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantors have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, certain Affiliates of the Grantors party thereto from time to time as Loan Parties, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, pursuant to which the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, the Grantors and the other Loan Parties party thereto have executed and delivered to Administrative Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Administrative Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined herein).

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in **Article I** of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**.

(a) Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (i) all of its Trademarks, including those referred to on Schedule I;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each application therefor; and

(iii) all products and proceeds (as such terms are defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation with respect to any Trademarks.

(b) Notwithstanding anything in Section 2(a), no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely 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 any registration that issues from such intent to use application under applicable federal law.

3. PURPOSE; AUTHORIZATION TO FILE. The Grantors are required to put all third parties on notice of the Administrative Agent's interest in the Trademark Collateral. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

5. SECURITY AGREEMENT CONTROLS. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks that are subject to the security interest granted pursuant to the Security Agreement, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under the Security Agreement, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile

or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.
This Trademark Security Agreement shall be subject to choice of law, consent to jurisdiction and waiver of jury trial provisions set forth in Article 8 of the Security Agreement, which provisions are incorporated herein by this reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NCS MULTISTAGE, LLC

By: 
Name: Ryan Hummer
Title: Chief Financial Officer

NCS MULTISTAGE INC.

By: 
Name: Ryan Hummer
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

See attached.

US Trademark and Trademark Applications

<u>Trademark ID</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Legal Owner</u>	<u>High-Level Status</u>
T201US1	Anderson Thompson Reservoir Strategies	87/689664	11/17/2017	5625568	12/11/2018	NCS Multistage, LLC	In Force
T203US	AirLock	86/041178	8/19/2013	4900077	2/16/2016	NCS Multistage, LLC	In Force
T215US	Leave Nothing Behind	85/489730	12/7/2011	4266971	1/1/2013	NCS Multistage, LLC	In Force
T221US	MultiCycle	86/776940	10/2/2015	5,304,158	10/10/2017	NCS Multistage, LLC	In Force
T223US	Multistage Unlimited	85/489636	12/7/2011	4310801	3/26/2018	NCS Multistage, LLC	In Force
T225US	NCS (word mark)	86/369834	8/18/2014	5380900	1/16/2018	NCS Multistage, LLC	In Force
T227US	NCS Multistage (green logo)	86/775710	10/1/2015	5080497	11/15/2016	NCS Multistage, LLC	In Force
T229US	Shift-Frac Close	86/528820	2/9/2015	5061844	10/18/2016	NCS Multistage, LLC	In Force
T233US	SpotFrac	86/292232	5/27/2014	5380871	1/16/2017	NCS Multistage, LLC	In Force
T236US	Trident	86/037608	8/14/2013	4865211	12/8/2015	NCS Multistage, LLC	In Force

<u>Trademark ID</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Legal Owner</u>	<u>High-Level Status</u>
<u>T254US</u>	<u>NCS Multistage (word mark)</u>	<u>87/744676</u>	<u>1/5/2018</u>	<u>5559819</u>	<u>9/11/2018</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T257US</u>	<u>Sequential Sweep</u>	<u>87/815251</u>	<u>2/28/2018</u>	<u>5841354</u>	<u>8/20/2019</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T258US</u>	<u>VECTRASET (word mark)</u>	<u>87/843124</u>	<u>3/21/2018</u>	<u>6583802</u>	<u>12/7/2021</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T262US</u>	<u>GoPort</u>	<u>88/305915</u>	<u>2/18/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T270US</u>	<u>QUMULUS</u>	<u>88/320134</u>	<u>2/28/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T271US</u>	<u>MBED</u>	<u>88/388372</u>	<u>4/16/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T275US</u>	<u>FORCELLANT</u>	<u>88/639453</u>	<u>10/2/2019</u>	<u>6198257</u>	<u>11/17/2020</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T279US</u>	<u>INNOVUS</u>	<u>88/820919</u>	<u>3/4/2020</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T280US</u>	<u>TERRUS</u>	<u>88/808293</u>	<u>2/24/2020</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T291US</u>	<u>TORIUS</u>	<u>90141444</u>	<u>8/27/2020</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>

Canada Trademark and Trademark Applications-

<u>Trademark ID</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Legal Owner</u>	<u>High-Level Status</u>
<u>T201CA</u>	<u>Anderson Thompson Reservoir Strategies</u>	<u>1.780.691</u>	<u>5/4/2016</u>	<u>TMA 994993</u>	<u>4/20/2018</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T203CA</u>	<u>AirLock</u>	<u>1.619.895</u>	<u>3/26/2013</u>	<u>TMA909701</u>	<u>7/28/2015</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T207CA</u>	<u>Blue Anchor Seal</u>	<u>1.756.254</u>	<u>11/24/2015</u>	<u>TMA968873</u>	<u>4/21/2017</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T211CA</u>	<u>Fractal</u>	<u>1.671.694</u>	<u>4/7/2014</u>	<u>TMA908906</u>	<u>7/20/2015</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T213CA</u>	<u>Instfrac</u>	<u>1.632.884</u>	<u>6/26/2013</u>	<u>TMA888561</u>	<u>10/22/2014</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T215CA</u>	<u>Leave Nothing Behind</u>	<u>1.582.646</u>	<u>6/18/2012</u>	<u>TMA878313</u>	<u>5/21/2014</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T219CA</u>	<u>Mongoose</u>	<u>1.582.654</u>	<u>6/18/2012</u>	<u>TMA878301</u>	<u>5/21/2014</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T219CAOP</u>	<u>Mongoose</u>	<u>1.582.654</u>	<u>6/18/2012</u>	<u>TMA878301</u>	<u>5/21/2014</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T221CA</u>	<u>MultiCycle</u>	<u>1.732.650</u>	<u>6/12/2015</u>	<u>TMA 967078</u>	<u>3/29/2017</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T223CA</u>	<u>Multistage Unlimited</u>	<u>1582645</u>	<u>6/18/2012</u>	<u>TMA878300</u>	<u>5/21/2014</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>

<u>Trademark ID</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Legal Owner</u>	<u>High Level Status</u>
T225CA	NCS (word mark)	1685496	7/16/2014	TMA920897	11/20/2015	NCS Multistage, LLC	In Force
T227CA	NCS Multistage (green logo)	1.708.566	12/22/2014	TMA964433	3/2/2017	NCS Multistage, LLC	In Force
T229CA	Shift Frac Close	1.714.176	2/6/2015	TMA933227	4/1/2016	NCS Multistage, LLC	In Force
T233CA	SpotFrac	1.662.995	2/7/2014	TMA901917	4/23/2015	NCS Multistage, LLC	In Force
T236CA	Trident	1.634.862	6/11/2013	TMA908911	7/20/2015	NCS Multistage, LLC	In Force
T242CA	Learn From Every Frac	1.764.618	1/22/2016	TMA999120	6/14/2018	NCS Multistage, LLC	In Force
T247CA	OST	1.684.501	7/9/2014	TMA971028	5/16/2017	NCS Multistage, LLC	In Force
T248CA	FPI	1.684.500	7/9/2014	TMA971047	5/16/2017	NCS Multistage, LLC	In Force
T249CA	NANO TRACER	1.694.579	9/19/2014	TMA971839	5/26/2017	NCS Multistage, LLC	In Force
T250CA	NANO STAGED TRACER	1.694.580	9/19/2014	TMA971822	5/26/2017	NCS Multistage, LLC	In Force

<u>Trademark ID</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Legal Owner</u>	<u>High Level Status</u>
<u>T251CA</u>	<u>WST</u>	<u>1.870.975</u>	<u>12/1/2017</u>	<u>TMA 1051615</u>	<u>8/28/2019</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T253CA1</u>	<u>ShuttleFrac</u>	<u>1918313</u>	<u>9/5/2018</u>	<u>1100005</u>	<u>5/12/2021</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T254CA</u>	<u>NCS Multistage (word mark)</u>	<u>1874005</u>	<u>12/19/2017</u>	<u>1105064</u>	<u>8/6/2021</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T258CA</u>	<u>VECTRASET (word mark)</u>	<u>1.888.824</u>	<u>3/19/2018</u>	<u>TMA1070436</u>	<u>1/22/2020</u>	<u>NCS Multistage, LLC</u>	<u>In Force</u>
<u>T262CA1</u>	<u>GoPort</u>	<u>1930826</u>	<u>11/16/2018</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T270CA</u>	<u>QUMULLUS</u>	<u>1948684</u>	<u>2/27/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T271CA</u>	<u>MBED</u>	<u>1957463</u>	<u>4/15/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T275CA</u>	<u>FORCELANE</u>	<u>1987855</u>	<u>10/1/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T279CA</u>	<u>INNOVUS</u>	<u>1984149</u>	<u>9/9/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T280CA</u>	<u>TERRUS</u>	<u>1983010</u>	<u>8/29/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>
<u>T281CA</u>	<u>VECTURON (liner hanger)</u>	<u>1978260</u>	<u>7/30/2019</u>	-	-	<u>NCS Multistage, LLC</u>	<u>Pending</u>

Trademark ID	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Legal Owner	High Level Status
T291CA	TORIUS	2015237	3/3/2020	-	-	NCS Multistage, LLC	Pending

TRADEMARK

REEL: 007808 FRAME: 0951

RECORDED: 08/02/2022