

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Bay Equipment Holdings, LLC		03/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. DEARBORN, FLOOR L2 IL1-1145		
City:	CHICAGO		
State/Country:	UNITED STATES		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6329051	1640 ITR	
Registration Number:	6329050	TILT-360	
Serial Number:	97562694	AIRASSIST	
Registration Number:	6821252	DELIVER-TO-LENGTH	
Registration Number:	4635709		
Registration Number:	6964891		
Registration Number:	6821253	DTL	
Registration Number:	6974928	FLEXSTEEL	
Registration Number:	4665781	FLEXSTEEL	
Registration Number:	6974929	FLEXSTEEL	
Registration Number:	6925273	FSP	
Serial Number:	97591553	FSP	
Serial Number:	88103927	MXL	
Serial Number:	87328362	MXL	
Serial Number:	87178771	SHIELDSURE	
Registration Number:	3906086	FLEXSTEEL	
Serial Number:	87328383	TRUEFIT	
CORRESPONDENCE DATA			

OP \$440.00 6329051

Fax Number: 2142207716

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: 2146617347

Email: sspainhour@velaw.com

Correspondent Name: Shannon Spainhour

Address Line 1: 2001 Ross Avenue, Suite 3900

Address Line 2: c/o Vinson & Elkins L.L.P.

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Shannon Spainhour
---------------------------	-------------------

SIGNATURE:	/Shannon Spainhour/
-------------------	---------------------

DATE SIGNED:	03/03/2023
---------------------	------------

Total Attachments: 8

source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page1.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page2.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page3.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page4.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page5.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page6.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page7.tif
source=Cactus - Trademark Security Agreement (FlexSteel) [Executed]#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of March 1, 2023, by and between **TRINITY BAY EQUIPMENT HOLDINGS, LLC**, a Delaware limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor, pursuant to that certain Joinder Agreement dated as of the date hereof, is a party to that certain Amended and Restated Credit Agreement dated as of February 28, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Cactus Companies, LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties (including the Grantor) from time to time party thereto, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Security Agreement Supplement dated as of the date hereof, the Grantor is a party to that certain Amended and Restated Pledge and Security Agreement dated as of February 28, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which, among other things, provides for a grant of a security interest in substantially all of the personal property and other assets of the Grantor and a pledge of the equity interests owned by the Grantor, subject to customary limitations, as security for the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, on behalf of the Secured Parties, this Trademark Security Agreement.

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, the 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.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants, assigns, and pledges to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including those referred to on Schedule I attached hereto;

(b) all licenses of the foregoing to which the Grantor is a party, whether as licensee or licensor;

(c) all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing;

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing;

(e) all rights of the Grantor against third parties to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof; and

(f) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the grant, assignment and pledge of a security interest as provided herein shall not include any property of the Grantor to the extent such property constitutes an Excluded Asset at such time.

3. 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 the Loan Parties, or any of them, to the Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Loan Party.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the other Secured Parties 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 4.7 of the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this

Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor in accordance with Section 4.7 of the Security Agreement and to the extent not constituting an Excluded Asset at such time. 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 the Administrative Agent's or the other Secured Parties' continuing security interest in all Collateral (including the Trademark Collateral), whether or not listed on Schedule I.

6. COUNTERPARTS. 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.

7. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and as requested by the Grantor, the Administrative Agent shall execute and deliver to the Grantor upon receipt of an officer's certificate certifying that such disposition, transaction or event was permitted thereunder, all documents that the Grantor shall reasonably request to evidence such termination of security interest or release, and shall file (or authorize the Grantor or its designee to file) any termination statements under applicable law, including filings with the United States Patent and Trademark Office.


8. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Agreement as of the date first above written.

GRANTOR:

**TRINITY BAY EQUIPMENT HOLDINGS,
LLC**

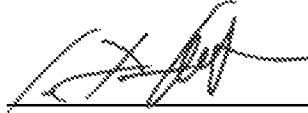
By: 
Name: Stephen Tadlock
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007991 FRAME: 0693**

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

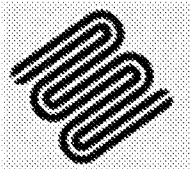
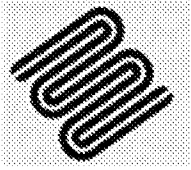
By: 

Name: J. Devin Mock

Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

<u>Grantor</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nature of Interest</u>
Trinity Bay Equipment Holdings, LLC	1640 FTR	United States of America	February 9, 2017	April 20, 2021	87330236	6,329,051	Registered
Trinity Bay Equipment Holdings, LLC	TTH-360	United States of America	February 9, 2017	April 20, 2021	87330193	6,329,050	Registered
Trinity Bay Equipment Holdings, LLC	<u>AIRASSIST</u>	United States of America	2022-08-24		97562694		Application
Trinity Bay Equipment Holdings, LLC	<u>DELIVER-TO-LENGTH</u>	United States of America	October 17, 2017	August 16, 2022	87648284	6821252	Registered
Trinity Bay Equipment Holdings, LLC	<u>Design Only</u> 	United States of America	November 4, 2013	November 11, 2014	86109803	4635709	Registered
Trinity Bay Equipment Holdings, LLC	<u>Design Only</u> 	United States of America	January 31, 2020	January 24, 2023	88780449	6964891	Registered
Trinity Bay Equipment Holdings, LLC	<u>DTL</u>	United States of America	October 17, 2017	August 16, 2022	87648305	6821253	Registered

<u>Grantor</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nature of Interest</u>
Trinity Bay Equipment Holdings, LLC	<u>FLEXSTEEL</u>	United States of America	January 31, 2020	February 7, 2023	88780443	6974928	Registered
Trinity Bay Equipment Holdings, LLC	<u>FLEXSTEEL and Design</u> 	United States of America	November 4, 2013	January 6, 2015	86109800	4665781	Registered
Trinity Bay Equipment Holdings, LLC	<u>FLEXSTEEL and Design</u> 	United States of America	January 31, 2020	February 7, 2023	88780447	6974929	Registered
Trinity Bay Equipment Holdings, LLC	<u>FSP</u>	United States of America	August 9, 2019	December 13, 2022	88573683	6925273	Registered
Trinity Bay Equipment Holdings, LLC	<u>FSP</u>	United States of America	September 14, 2022		97591553		Application
Trinity Bay Equipment Holdings, LLC	<u>MXL</u>	United States of America	September 4, 2018		88103927		Application
Trinity Bay Equipment Holdings, LLC	<u>MXL</u>	United States of America	February 8, 2017	November 30, 2021	87328362	6576787	Registered
Trinity Bay Equipment Holdings, LLC	<u>SHIELDSURE</u>	United States of America	September 21, 2016	July 2, 2019	87178771	5794888	Registered
Trinity Bay Equipment Holdings, LLC	<u>FLEXSTEEL</u>	United States of America	September 15, 2006	January 18, 2011	77000993	3906086	Registered

<u>Grantor</u>	<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Nature of Interest</u>
Trinity Bay Equipment Holdings, LLC	TRUEFIT	United States of America	February 8, 2017		87328383		Application