

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI73664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DANOS, L.L.C.		03/05/2024	Limited Liability Company: LOUISIANA
PERFORMANCE ENERGY SERVICES, L.L.C.		03/05/2024	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4271077		
Registration Number:	4271078	DANOS	
Registration Number:	4271076	PRODUCING CONFIDENCE	
Serial Number:	98175934	PERFORMANCE ENERGY SERVICES	
Serial Number:	98169660	FUZION SPECIALTY TURNAROUNDS & PIPING	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	(617)573-2700		
Email:	andrew.jaworski@hklaw.com,susan.dinicola@hklaw.com		
Correspondent Name:	Andrew Jaworski		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	Andrew Jaworski		
DATE SIGNED:	03/06/2024		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of March 5, 2024, is made by DANOS, L.L.C., a Louisiana limited liability company, and PERFORMANCE ENERGY SERVICES, L.L.C., a Louisiana limited liability company (each a “Grantor”, and collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders party from time to time to the Credit Agreement (together with its successors and permitted assigns in such capacity, “Administrative Agent”).

WHEREAS, each Grantor and the other Loan Parties from time to time party thereto have entered into a Security Agreement dated as of July 31, 2019 (as amended or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent. Capitalized terms used but not defined herein shall have the meanings specified in the Security Agreement.

WHEREAS, under the terms of the Security Agreement and the other Loan Documents, the Grantors have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of Grantors, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by a Grantor or in which a Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, graphics, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof, (iii) the goodwill associated with or symbolized by any of the foregoing, and (iv) all products and proceeds of the foregoing.

(b) “Trademark License” shall mean any written agreement now owned or hereafter acquired by a Grantor granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by a Grantor.

SECTION 2. Grant of Security. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) 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;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(iv) any and all products and proceeds of, collateral for, income, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. Recordation. Each Grantor authorizes Administrative Agent or its designee to record this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.


SECTION 6. Grants, Rights and Remedies. 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, Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement.

SECTION 7. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, each Grantor has executed and delivered this Intellectual Property Security Agreement as of the date first written above.

**PERFORMANCE ENERGY
SERVICES, L.L.C.**

By: 
Name: Paul Danos
Title: Secretary

DANOS GROUP HOLDINGS, LLC

By: 
Name: Paul Danos
Title: President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A
TRADEMARKS

Grantor	Mark	Registration Date	Registration Number
Danos, L.L.C.	Arrow Design Mark	1/8/13	4271077
Danos, L.L.C.	Danos	1/8/13	4271078
Danos, L.L.C.	Producing Confidence	1/8/13	4271076
Performance Energy Services, L.L.C.	PERFORMANCE Energy Services	9/12/23	98175934
Performance Energy Services, L.L.C.	FUZION SPECIALTY TURNAROUND & PIPING	9/7/23	98169660

TRADEMARK LICENSES

None.