



Registration of a Charge

Company Name: **PIPELINE INDUCTION HEAT LIMITED**

Company Number: **01478556**



Received for filing in Electronic Format on the: **05/09/2022**

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Details of Charge

Date of creation: **19/08/2022**

Charge code: **0147 8556 0004**

Persons entitled: **ALTER DOMUS (US) LLC (ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE LENDERS)**

Brief description: **THE INTELLECTUAL PROPERTY AS DESCRIBED AGAINST THE NAME OF THE COMPANY AT SCHEDULE I TO THE INSTRUMENT INCLUDING, BUT NOT LIMITED TO, THE TRADEMARKS WITH TM NUMBERS 5120347 ; 4906940; AND 4906939 . FOR MORE INFORMATION, PLEASE REFER TO THE INSTRUMENT**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT IN RESPECT OF THE ENGLISH REGISTERED COMPANY WHICH HAS SIGNED ELECTRONICALLY**

Certified by: **DECHERT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1478556

Charge code: 0147 8556 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2022 and created by PIPELINE INDUCTION HEAT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2022 .

Given at Companies House, Cardiff on 7th September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made this 19th day of August 2022 by and among CRC-Evans Pipeline International, Inc., a Delaware corporation ("**CRC-Evans Pipeline**") and Pipeline Induction Heat Limited, a private limited company incorporated under the laws of England and Wales with registered number 01478556 ("**Pipeline Induction**") and together with CRC-Evans Pipeline, the "**Grantors**" and each a, "**Grantor**") and ALTER DOMUS (US) LLC, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and permitted assigns in such capacities, the "**Agent**") acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, **PTL UK BIDCO LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 11998584 ("**Holdings**"), **PIPELINE TECHNIQUE LTD.**, a private limited company incorporated under the laws of Scotland with registered number SC189419 (the "**Company**"), **PTL US BIDCO, INC.**, a Delaware corporation (the "**Borrower**"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, certain of the Loan Parties, including the Grantors, have entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each of the Grantors is required to grant and perfect a security interest in all of its Trademarks and Trademark Licenses (collectively, the "**Owned IP**") and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN IP COLLATERAL**. Each of the Grantors hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the "**IP Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all

rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each of the Grantors to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving either of the Grantors.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP 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 Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If either of the Grantors shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting such Grantor's obligations under this Section 4, the applicable Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to

constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. OTHER INTERPRETIVE PROVISIONS. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis*.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

**CRC-EVANS PIPELINE
INTERNATIOANL, INC.,
a Grantor**

By: 

Name: Philip Nicholas Lanigan

Title: Chief Financial Officer

**PIPELINE INDUCTION HEAT
LIMITED,
a Grantor**

By: 

Name: Adam Wynne Hughes

Title: Director

AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Pinju Chiu

Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
CRC	CRC EVANS PIPELINE INTERNATIONAL, INC.	73152016	14-Dec-77	1154529	19-May-81
FAST (and Design) 	Pipeline Induction Heat Limited	86665121	17-Jun-2015	5120347	10-JAN-2017
INCENDO	Pipeline Induction Heat Limited	86156193	02-Jan-2014	4906940	01-MAR-2016
INCENDO (and Design) 	Pipeline Induction Heat Limited	86156188	02-Jan-2014	4906939	01-MAR-2016
SABRE	Pipeline Induction Heat Limited	86598463	15-Apr-2015	5018688	09-AUG-2016
SABRE	Pipeline Induction Heat Limited	86598466	15-Apr-2015	4870008	15-DEC-2015