



**Registration of a Charge**

Company name: **ACCESSESP UK LIMITED**

Company number: **04499632**



X9GRT91C

Received for Electronic Filing: **30/10/2020**

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**Details of Charge**

Date of creation: **23/10/2020**

Charge code: **0449 9632 0003**

Persons entitled: **CROWDOUT CAPITAL LLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4499632

Charge code: 0449 9632 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2020 and created by ACCESSESP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2020 .

Given at Companies House, Cardiff on 2nd November 2020

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**

## 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 October 23, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CROWDOUT CAPITAL LLC (“*CrowdOut*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ACCESSESP HOLDINGS LIMITED, a company limited by shares incorporated in the British Virgin Islands (“*AccessESP BVI*”), ACCESSESP, LLC, a Delaware limited liability company (“*AccessESP DE*” and together with AccessESP BVI, jointly and severally, each a “*Borrower*” and collectively, the “*Borrowers*”), the subsidiary guarantors from time to time party thereto, each financial institution from time to time party thereto as a lender and CrowdOut, as Administrative Agent and Collateral Agent, have entered into that certain Senior Secured Credit Agreement dated as of October 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, 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. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable 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) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under

I certify that, save for material redacted pursuant to s.855G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

*Norton Rose Fulbright LLP*

Date: 29 October 2020

applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(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; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. *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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. *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, 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.

SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except (i) as required by mandatory provisions of law and (ii) to the extent that the validity and perfection or the perfection

and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

[signature page follows]

**IN WITNESS WHEREOF**, each Grantor has duly executed this IP Security Agreement as of the day and year first above written.

**GRANTORS:**

**ACCESSESP, LLC,**  
a Delaware limited liability company

By: 

Name: Ahmed Allouache  
Title: Chief Financial Officer and Vice  
President

**ACCESSESP UK LIMITED,**  
a private limited company incorporated in  
England and Wales

By: 

Name: Ahmed Allouache  
Title: Director

Schedule A

PATENTS

[see attached.]

Application Serial No.	Filing Date	Patent No.	Country	Patent Issue Date	Title	Owner of Record
12/441,450	16-Oct-09	US8210253	US	3-Jul-12	Oil well pump	AccessESP UK Limited
13/140,937	13-Jul-11	US8931552	US	13-Jan-15	Cables for downhole use	AccessESP UK Limited
13/265,922	22-Apr-10	US8485837	US	16-Jul-13	Electrical wet connector in downhole environment	AccessESP UK Limited
13/040,819	4-Mar-11	US8950476	US	10-Feb-15	Coiled tubing deployed ESP	AccessESP UK Limited
13/147,340	28-Jan-10	US8985226	US	24-Mar-15	Electric submersible pump, tubing and method for borehole production	AccessESP UK Limited
13/040,597	4-Mar-11	US8813839	US	26-Aug-14	Method of deploying and powering an electrically driven device in a well	AccessESP UK Limited
13/014,055	26-Jan-11	US8746354	US	10-Jun-14	Wet connection system for downhole equipment	AccessESP UK Limited
14/299,856	9-Jun-14	US9546527	US	17-Jan-17	Wet Connection System for Downhole Equipment	AccessESP UK Limited
13/811,418	22-Jul-11	US9054615	US	9-Jun-15	Method and apparatus for control of a synchronous permanent magnet motor, particularly over a long cable in a well	AccessESP UK Limited
13/897,481	20-May-13	US9028264	US	12-May-15	Downhole electrical wet connector	AccessESP UK Limited
14/683,389	10-Apr-15	US9647381	US	9-May-17	Downhole Electrical Wet Connector	AccessESP UK Limited
13/936,272	8-Jul-13	US9322252	US	26-Apr-16	Fixed wet connection system for an electrical submersible pump	AccessESP UK Limited
15/506,066	23-Aug-13		US		An apparatus for electrical connection in wells and other remote environments	AccessESP UK Limited
14/627,904	20-Feb-15	US9988894	US	5-Jun-18	System and method for installing a power line in a well	AccessESP UK Limited
15/203,011	6-Jul-16		US		System and method for well bore isolation of a retrievable motor assembly	AccessESP UK Limited
14/627,732	20-Feb-15	US9915135	US	13-Mar-18	Downhole powered device system	AccessESP UK Limited
14/521,309	22-Oct-14	US9698714	US	4-Jul-17	System and method for asynchronous permanent magnet motor operation	AccessESP UK Limited
62/279,757	16-Jan-16		US		Low profile, pressure balanced, oil expansion compensated downhole electrical connector system	AccessESP UK Limited
15/408,336	17-Jan-17		US		Low profile, pressure balanced, oil expansion compensated downhole electrical connector system	AccessESP UK Limited
PCT/US17/13824	17-Jan-17		PCT		Low profile, pressure balanced, oil expansion compensated downhole electrical connector system	AccessESP UK Limited
62/768,037	15-Nov-18		US		Method and apparatus for testing of the downhole connector electrical system during installation	AccessESP UK Limited
nonprovisional to be filed			US		Method and apparatus for testing of the downhole connector electrical system during installation	AccessESP UK Limited
On Hold			US		Selective Gas Handling Inlet (high side weighted cover)	AccessESP UK Limited
On Hold			US		Dual Acting Packer (for subsea, deployment)	AccessESP UK Limited
62/561,654	21-Sep-17		US		System and Method for Terminating Cable	AccessESP UK Limited
16/138,543	21-Sep-18		US		System and Method for Terminating Cable	AccessESP UK Limited
62/703,406	25-Jul-18		US		System and Method for Reverse Y-Tool Bypass	AccessESP UK Limited
nonprovisional to be filed			US		System and Method for Reverse Y-Tool Bypass	AccessESP UK Limited



Application Serial No.	Filing Date	Patent No.	Country	Patent Issue Date	Title	Owner of Record
62/561,658	21-Sep-17		US		Stress Control Cones for Downhole Electrical Power System Tubing Encapsulated Power Cables	AccessESP UK Limited
16/138,733	21-Sep-18		US		Stress Control Cones for Downhole Electrical Power System Tubing Encapsulated Power Cables	AccessESP UK Limited
62/760,023	12-Nov-18		US		Method and Apparatus for Downhole Heating	AccessESP UK Limited
nonprovisional to be filed			US		Method and Apparatus for Downhole Heating	AccessESP UK Limited
16/685,898	15-Nov-19		US		Method And Apparatus For Testing Of The Downhole Connector Electrical	AccessESP UK Limited
14/697,125	27-Apr-15		US		Method and Apparatus for Control of a Synchronous Permanent Magnet Motor,	AccessESP UK Limited
08/040,186		US5435351	US		Anchored Wavy Conduit In Coiled Tubing	AccessESP UK Limited
08/948,702	10-Oct-97	US5996689	US	7-Dec-99	Conduit and continuous coiled tubing system	Artificial Lift Company Limited
09/018,527	4-Feb-98	US6112813	US	5-Sep-00	Method of providing a conduit and continuous coiled tubing system and	Artificial Lift Company Limited
09/468,597	21-Dec-99	US6323420	US	27-Nov-01	Sub sea and sub surface tubing and conductors	Artificial Lift Company Limited
10/481,871	16-Jan-04	US7049506	US	23-May-06	Conductor system	Artificial Lift Company Limited
10/528,664	18-Sep-03	US7378769	US	27-May-08	Electric motors for powering downhole tools	Artificial Lift Company Limited
12/008,361	10-Jan-08	US7504752	US	17-Mar-09	Electric motors for powering downhole tools	Artificial Lift Company Limited
10/563,855	5-Jul-04	US7640993	US	5-Jan-10	Method of deploying and powering an electrically driven in a well	Artificial Lift Company Limited
12/088,507	20-Sep-06	US7670451	US	2-Mar-10	Coiled tubing and power cables	Artificial Lift Company Limited
12/009,607	18-Jan-08	US7753129	US	13-Jul-10	Wireline or coiled tubing deployed electric submersible pump	Artificial Lift Company Limited
12/009,608	18-Jan-08	US7730937	US	8-Jun-10	Electric submersible pump and motor assembly	Artificial Lift Company Limited
12/476,343	2-Jun-09	US8316928	US	27-Nov-12	Drive means	Artificial Lift Company Limited
09/795,922	28-Feb-01	US6557642	US	6-May-03	Submersible pumps	Artificial Lift Company Limited and TSL Technology

Schedule B

TRADEMARKS

[see attached.]

Application Serial No.	Filing Date	Registration No.	Country	Registration Date	Mark	Onwer of Record
86365374	13-Aug-14	4823603	US	29-Sep-15	ACCESSESP	AccessESP, LLC
86365377	13-Aug-14	4823604	US	29-Sep-15	ACCESSESP (stylized)	AccessESP, LLC

Schedule C

COPYRIGHTS

None.