



**Intellectual Property**

**Copyrights**

None.

**Copyright Licenses**

None.

**Patents**

Grantor	Title	Reg. No. or Appln. No.	Date
Expro Americas, LLC	Method and Apparatus for Running a Mechanical Roller Arm Centralizer through a Restricted Well Pipe	United States 07/915,941	25/10/1994
Expro Americas, LLC	Method and Apparatus for Running a Mechanical Roller Arm Centralizer through a Restricted Well Pipe	United Kingdom 9314734.6	03/04/1996
Expro Americas, LLC	Tractor System	United States 09/318,502	18/07/2000
Expro Americas, LLC	Up and Down Travelling Disc Valve Assembly Apparatus	United States 07/801,958	27/04/1993
Expro Americas, LLC	Wellbore Tractor and Method of Moving an Item through a Wellbore	United States 08/875,176	18/08/1998
Expro Americas, LLC	Video Logging System having Remote Power Source	Norway 306178	27/09/1999
Expro Americas, LLC	Video Logging System having Remote Power Source	Canada 2084501	27/06/1995
Expro Americas, LLC	Video Logging System having Remote Power Source	United States 5140319	18/08/1992
Expro Americas, LLC	Video Logging System having Remote Power Source	EPO 0643198	02/11/2000
Expro Americas, LLC	Video Logging System having an Optical Communications Link	United States 5355128	11/10/1994
Expro Americas, LLC	Instrument Probe having a Back Lighted Camera	United States 5663758	02/09/1997

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Expro Americas, LLC	Instrument Probe having a Back Lighted Camera	Canada 2136545	27/07/1999
Expro Americas, LLC	Instrument Probe having a Back Lighted Camera	EPO 0643898	15/11/2000
Expro Americas, LLC	Instrument Probe having a Back Lighted Camera	Norway 310632	30/07/2001
Expro Americas, LLC	Reduced Diameter Down-Hole Instrument Electro-Optical Fiber Optic Cable	United States 5493626	20/02/1996
Expro Americas, LLC	Reduced Diameter Down-Hole Instrument Cable	EPO 0656127	04/10/2001
Expro Americas, LLC	Reduced Diameter Down-Hole Instrument Cable	Canada 2140748	10/08/1999
Expro Americas, LLC	Reduced Diameter Down-Hole Instrument Cable	Norway 318116	Pending
Expro Americas, LLC	Video Logging Cable	EPO 0533771	13/03/1996
Expro Americas, LLC	System and Method of Protecting Optical Elements from Down-Hole Fluids	United States 5440081	08/08/1995
Expro Americas, LLC	System and Method of Protecting Optical Elements from Down-Hole Fluids	EPO 658253	26/04/2000
Expro Americas, LLC	System and Method of Protecting Optical Elements from Down-Hole Fluids	Norway 312646	10/08/2002
Expro Americas, LLC	System and Method of Protecting Optical Elements from Down-Hole Fluids	Canada 2140757	23/01/2001
Expro Americas, LLC	System and Method of Protecting Instruments from Down-Hole Fluids	United States 5550331	27/08/1996
Expro Americas, LLC	Borehole Inspection Instrument having a Low Voltage, Low Power Fiber Optic Light-head	United States 6580449	17/06/2003
Expro Americas, LLC	Borehole Inspection Video Camera	EPO 1301687	
Expro	Borehole Inspection Video Camera	Canada	

Americas, LLC		2415909	
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Further Patents for attached on Annex 2.

**Patent Licenses**

None.

**Trademarks**

Grantor	Mark	Reg. No. or Appln. No.	Date
Expro US Holdings, Inc	Powerwell Services (and Design)	United States 78489408	28/11/2006
Expro US Holdings, Inc	Powerwell Services (and Design)	United States 78489401	28/11/2006
Expro US Holdings, Inc	Powerwell Services (and Design)	United States 78489391	05/12/2006
Expro Americas, LLC	(STAR) Logo	United States 75424912	28/01/1998
Expro Americas, LLC	Expro	United States 76479457	31/12/2002
Expro Americas, LLC	Kinley	Ecuador 130970	31/01/2003
Expro Americas, LLC	Kinley	Ecuador 130969	31/01/2003
Expro Americas, LLC	Kinley	Ecuador 75424567	28/01/1998
Expro Americas, LLC	Kinley	Ecuador 73102013	04/10/1976
Expro Americas, LLC	(LION) Logo	United States 76480445	06/01/2003
Expro Americas, LLC	Tripoint	Ecuador 130968	31/01/2003
Expro Americas, LLC	Tripoint	United States 76479458	31/12/2002

## EXECUTION VERSION

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 10, 2008, among EXPRO AMERICAS, LLC, EXPRO US HOLDINGS, INC., each Additional Grantor listed on the signature pages hereto, (all of the foregoing, each a "Grantor" and collectively, the "Grantors") THE ROYAL BANK OF SCOTLAND PLC, as security agent for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (herein in such capacity, the "Security Agent").

#### RECITALS

A. Umbrellastream Holdco 3 Limited (the "Parent"), Umbrellastream Limited (the "Company") and Umbrellastream Australia 2 Pty Ltd as original borrowers and original guarantors (the "Original Obligors"), Lloyds TSB Bank plc, Royal Bank of Canada, DnB NOR Bank ASA, The Royal Bank of Scotland plc, Calyon and HSBC Bank plc as mandated lead arrangers (the "Arrangers"), the financial institutions named therein as original lenders (the "Senior Lenders") and The Royal Bank of Scotland plc as agent (the "Senior Agent"), security agent (the "Security Agent") and issuing bank, among others, have entered into a Syndicated Senior Loan Facility on 14 July 2008 and as amended and restated on 13 August 2008 (the "Senior Facility Agreement").

B. The Original Obligors, the Arrangers, the financial institutions named therein as original lenders (the "Mezzanine Lenders"), Lloyds TSB Bank plc as agent (the "Mezzanine Agent") and the Security Agent, among others, have entered into a Mezzanine Facility Agreement on 14 July 2008 and as amended and restated on 13 August 2008 (the "Mezzanine Facility Agreement" and together with the Senior Facility Agreement, each a "Facility Agreement" and collectively, the "Facility Agreements").

C. Umbrellastream Holdco 2 Limited ("Holdco"), the Parent, the Company, the Senior Agent, the Mezzanine Agent, the Security Agent, the Senior Lenders, the Mezzanine Lenders and the Hedge Counterparties and Intra-Group Lenders named therein, among others, have entered into a Intercreditor Agreement on 14 July 2008 and as amended and restated on 13 August 2008 (the "Intercreditor Agreement").

D. The Grantors became bound to the terms of the Facility Agreements and the Intercreditor Agreement as Additional Obligors by way of accession letters dated as of the date hereof.

E. The Grantors are party to a Pledge and Security Agreement, dated as of the date hereof, in favor of the Security Agent (the "Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.

F. In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

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subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute two separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Finance Parties securing the First Lien Secured Obligations and (2) the Security Interest in the Collateral granted to the Mezzanine Finance Parties securing the Second Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

#### **SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

#### **SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### **SECTION 6 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXPRO AMERICAS, LLC

By Peter W. Arbour  
Name: Peter W. Arbour  
Title: Manager and Vice President

EXPRO US HOLDINGS, INC.

By Peter W. Arbour

Name: Peter W. Arbour  
Title: Director and Vice President

Intellectual Property Security Agreement Signature Page

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

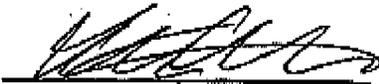
EXPRO AMERICAS, LLC

By \_\_\_\_\_  
Name:  
Title:

EXPRO US HOLDINGS, INC.

By \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND AGREED:**  
THE ROYAL BANK OF SCOTLAND PLC, as Security Agent

By   
Name: *TIM ELLIOT*  
Title: *DIRECTOR*

Schedule 1 - Patents and Patent Applications

Docket No.	Serial No.	Title
970339 U1D1	29829/01	Control Module System for Subterranean Well
970339A	78794/98	Control Module System for Subterranean Well

Australia

Docket No.	Serial No.	Title
970339A	98306304.1	Control Module System for Subterranean Well

Europe

Docket No.	Serial No.	Title
880185A	89208573.B	Valve Control System

France

Docket No.	Serial No.	Title
752382A	95302877.6	Ball Valve With Coiled Tubing Cutting Availability
880185A	89308573.8	Valve Control System

Netherlands

Docket No.	Serial No.	Title
751405A	06/764,391	Bleedoff Tool for Well Test System
752382A	08/236,787	Ball Valve With Coiled Tubing Cutting Ability
752404A	08/226,599	Burner Apparatus
752404A	08/918,156	Burner Apparatus
880185A	238,741	Valve Control System
900086A	684,084	Method and Apparatus for Determining Flow Rates of Well Fluid Constituents
910116A	07/977,384	Valve Apparatus
910262A	07/809,821	Well Testing or Production Facility Transfer System
920049A	07/932,438	Apparatus and Method for Combusting Crude Oil
960114A	08/800,696	Well Line Protective Apparatus
960270A	08/757,714	Normally Closed Retainer Valve With Fail-Safe Pump Through Capability
960270A	09/076,338	Normally Closed Retainer Valve With Fail-Safe Pump Through Capability
960270A	09/076,316	Normally Closed Retainer Valve With Fail-Safe Pump Through Capability
960270A	09/076,603	Normally Closed Retainer Valve With Fail-Safe Pump Through Capability
960270A	09/076,450	Normally Closed Retainer Valve With Fail-Safe Pump Through Capability
970339A	08/907,556	Control Module System Subterranean Well
980006	09/044,748	Subsea Test Tree and Methods of Servicing A Subterranean Well
2001-IP-004867		Hydraulic Override for Solenoid Valves and Hydraulic Controllers

United States

Schedule 1 - Patents and Patent Applications

Docket No.	Serial No.	Title
970339 UID1	29829/01	Control Module System for Subterranean Well
970339A	78794/98	Control Module System for Subterranean Well

Australia

**Trademark Licenses**

None.

**Trade Secret Licenses**

None.

**Annex 2**  
**Patents**  
**Expro Americas, LLC**

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**RECORDED: 03/11/2009**

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