

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

The Royal Bank of Scotland plc

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: HSCB Corporate Trustee Company (UK) Limited

Internal

Address: c/o CTLA Trustee Services Administration

Street Address: 8 Canada Square, Canary Wharf

City: London

State: N/A

Country: United Kingdom      Zip: E14 5HQ

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

Other Bank      Citizenship United Kingdom  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance (Execution Date(s) :**

Execution Date(s) June 30, 2010

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

75424912, 76479457, 76480445, 76479458 (Expro Americas, LLC)  
 78489406, 78489401, 78489391 (Expro US Holdings, Inc.)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CT Lien Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Road

City: Albany

State: New York      Zip: 12205

Phone Number: 800-342-3676 X4064

Fax Number: 800-962-7049

Email Address: CLS-UDSA@albanys@wolterskluwer.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

Credit Card

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

\*Credit Card      5683  
10/12

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

8/20/10  
Date

Joseph D. Borqman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

|               |  |         |  |
|---------------|--|---------|--|
| Americas, LLC |  | 2415909 |  |
|---------------|--|---------|--|

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<br>78489406 | 28/11/2008 |
| Expro US Holdings, Inc | Powerwell Services (and Design) | United States<br>78489401 | 28/11/2008 |
| Expro US Holdings, Inc | Powerwell Services (and Design) | United States<br>78489391 | 05/12/2006 |
| Expro Americas, LLC    | (STAR) Logo                     | United States<br>75424912 | 28/01/1998 |
| Expro Americas, LLC    | Expro                           | United States<br>76479457 | 31/12/2002 |
| Expro Americas, LLC    | Kinley                          | Ecuador<br>130970         | 31/01/2003 |
| Expro Americas, LLC    | Kinley                          | Ecuador<br>130989         | 31/01/2003 |
| Expro Americas, LLC    | Kinley                          | Ecuador<br>75424567       | 28/01/1998 |
| Expro Americas, LLC    | Kinley                          | Ecuador<br>73102013       | 04/10/1976 |
| Expro Americas, LLC    | (LION) Logo                     | United States<br>76480445 | 08/01/2003 |
| Expro Americas, LLC    | Tripoint                        | Ecuador<br>130985         | 31/01/2003 |
| Expro Americas, LLC    | Tripoint                        | United States<br>76479458 | 31/12/2002 |

✓  
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**ASSIGNMENT OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is dated as of **11 August**, 2010 and is entered into by and between The Royal Bank of Scotland PLC, as existing Security Agent for certain secured parties (the "Existing Security Agent"), and HSBC Corporate Trustee Company (UK) Limited, as successor Security Agent for such secured parties (the "Successor Security Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Intellectual Property Security Agreement identified below.

WHEREAS, Expro Americas, LLC (formerly known as Expro Americas, Inc.) and Expro US Holdings, LLC (formerly known as Expro US Holdings, Inc.) (each a "Grantor" and collectively the "Grantors") pledged, assigned, transferred and granted to the Existing Security Agent, for its benefit and for the benefit of certain secured parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral listed in Schedule 1 attached hereto, whether now owned or existing or hereafter acquired or arising and wherever located pursuant to (i) a Pledge and Security Agreement dated as of October 10, 2008 among the Grantors, Expro Holdings US, Inc. (formerly known as Umbrellastream US Inc.) and the Existing Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") and (ii) an Intellectual Property Security Agreement dated as of October 10, 2008 among the Grantors and the Existing Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"); and

WHEREAS, pursuant to an Amendment and Restatement Agreement to the Intercreditor Agreement dated July 14, 2008 as amended and restated on August 13, 2008, December 21, 2009 and on or about the date hereof among Expro Holdings UK 2 Limited, Expro Holdings UK 3 Limited, HSBC Bank PLC, Lloyds TSB Bank PLC, Deutsche Trustee Company Limited, The Royal Bank of Scotland PLC, and HSBC Corporate Trustee Company (UK) Limited (the "Intercreditor Amendment"), the Successor Security Agent will replace the Existing Security Agent as Security Agent under the Pledge and Security Agreement and the Intellectual Property Security Agreement.

NOW, THEREFORE, the Existing Security Agent hereby transfers and assigns to the Successor Security Agent, and the Successor Security Agent hereby assumes from the Existing Security Agent, as of the date hereof, all of the Existing Security Agent's rights and obligations under the Pledge and Security Agreement and the Intellectual Property Security Agreement, including with respect to the Intellectual Property Collateral.

[Remainder of page intentionally left blank.]

The Existing Security Agent and Successor Security Agent have caused this Assignment to be duly executed and authorized as of the date hereof.

Existing Security Agent:

THE ROYAL BANK OF SCOTLAND PLC

By:   
Name: *IAN POTTER*  
Title: *DIRECTOR*

Successor Security Agent:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

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

The Existing Security Agent and Successor Security Agent have caused this Assignment to be duly executed and authorized as of the date hereof.

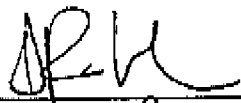
**Existing Security Agent:**

**THE ROYAL BANK OF SCOTLAND PLC**

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

**Successor Security Agent:**


**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

By:   
Name: Simon Blunden  
Title: ATTORNEY


ACKNOWLEDGED AND AGREED:

EXPRO US HOLDINGS, LLC

By: Expro Holdings US Inc., Its Manager

  
Name: Eric E. Nelson  
Title: Vice President, Secretary

EXPRO AMERICAS, LLC

By:   
Name: Eric E. Nelson  
Title: Vice President, Secretary

Schedule 1

See Attached.

Intellectual Property

Copyrights

None.

Copyright Licenses

None.

Patents

| Grantor             | Title   | Reg. No. or Appl. No.       | Date       |
|---------------------|---|-----------------------------|------------|
| Expro Americas, LLC | Method and Apparatus for Running a Mechanical Roller Arm Centralizer through a Restricted Well Pipe | United States<br>07/815,941 | 25/10/1994 |
| Expro Americas, LLC | Method and Apparatus for Running a Mechanical Roller Arm Centralizer through a Restricted Well Pipe | United Kingdom<br>9314734.6 | 03/04/1996 |
| Expro Americas, LLC | Tractor System  | United States<br>09/318,502 | 18/07/2000 |
| Expro Americas, LLC | Up and Down Travelling Disc Valve Assembly Apparatus  | United States<br>07/801,958 | 27/04/1993 |
| Expro Americas, LLC | Wellbore Tractor and Method of Moving an Item through a Wellbore                                    | United States<br>08/875,176 | 18/08/1998 |
| Expro Americas, LLC | Video Logging System having Remote Power Source   | Norway<br>306178            | 27/09/1999 |
| Expro Americas, LLC | Video Logging System having Remote Power Source   | Canada<br>2084501           | 27/06/1995 |
| Expro Americas, LLC | Video Logging System having Remote Power Source   | United States<br>5140319    | 18/08/1992 |
| Expro Americas, LLC | Video Logging System having Remote Power Source   | EPO<br>0843198              | 02/11/2000 |
| Expro Americas, LLC | Video Logging System having an Optical Communications Link  | United States<br>5355128    | 11/10/1994 |
| Expro Americas, LLC | Instrument Probe having a Back Lighted Camera   | United States<br>5663758    | 02/09/1987 |

TRADEMARK

REEL: 004268 FRAME: 0148



|                     |   |                          |            |
|---------------------|---|--------------------------|------------|
| Expro Americas, LLC | Instrument Probe having a Back Lighted Camera   | Canada<br>2136545        | 27/07/1999 |
| Expro Americas, LLC | Instrument Probe having a Back Lighted Camera   | EPO<br>0643898           | 15/11/2000 |
| Expro Americas, LLC | Instrument Probe having a Back Lighted Camera   | Norway<br>310632         | 30/07/2001 |
| Expro Americas, LLC | Reduced Diameter Down-Hole Instrument Electro-Optical Fiber Optic Cable               | United States<br>5493028 | 20/02/1996 |
| Expro Americas, LLC | Reduced Diameter Down-Hole Instrument Cable   | EPO<br>0656127           | 04/10/2001 |
| Expro Americas, LLC | Reduced Diameter Down-Hole Instrument Cable   | Canada<br>2140748        | 10/08/1999 |
| Expro Americas, LLC | Reduced Diameter Down-Hole Instrument Cable   | Norway<br>318116         | Pending    |
| Expro Americas, LLC | Video Logging Cable   | EPO<br>0583771           | 13/03/1996 |
| Expro Americas, LLC | System and Method of Protecting Optical Elements from Down-Hole Fluids                | United States<br>5440081 | 06/08/1995 |
| Expro Americas, LLC | System and Method of Protecting Optical Elements from Down-Hole Fluids                | EPO<br>658253            | 28/04/2000 |
| Expro Americas, LLC | System and Method of Protecting Optical Elements from Down-Hole Fluids                | Norway<br>312646         | 10/06/2002 |
| Expro Americas, LLC | System and Method of Protecting Optical Elements from Down-Hole Fluids                | Canada<br>2140757        | 23/01/2001 |
| Expro Americas, LLC | System and Method of Protecting Instruments from Down-Hole Fluids                     | United States<br>5550331 | 27/08/1996 |
| Expro Americas, LLC | Borehole Inspection Instrument having a Low Voltage, Low Power Fiber Optic Light-head | United States<br>6580448 | 17/05/2003 |
| Expro Americas, LLC | Borehole Inspection Video Camera  | EPO<br>1301687           |            |
| Expro               | Borehole Inspection Video Camera  | Canada                   |            |

**Trademark Licenses**

None.

**Trade Secret Licenses**

None.

Annex 2  
Patents  
Expro Americas, LLC

UK/JR6218502

51748470-4038606

**Schedule I - Patents and Patent Applications**

| Docket No.  | Serial No. | Title                                       |
|-------------|------------|---|
| 970339 O/D1 | 7962901    | Control Module System for Subterranean Well |
| 970339A     | 7879498    | 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    | 89308573.8 | Valve Control System |

**France**

| Docket No. | Serial No. | Title   |
|------------|------------|---|
| 752182A    | 95302877.6 | Ball Valve With Coiled Tubing Casing Availability |
| 880185A    | 89308573.8 | Valve Control System                              |

**Netherlands**

| Docket No.     | Serial No. | Title  |
|----------------|------------|--|
| 751465A        | 06/764,391 | Blow-off Tool for Well Test System   |
| 752382A        | 08/236,787 | Ball Valve With Coiled Tubing Casing Ability                               |
| 752404A        | 08/226,399 | Burner Apparatus   |
| 752404A        | 08/913,156 | Burner Apparatus   |
| 880185A        | 238,741    | Valve Control System   |
| 900086A        | 684,084    | Method and Apparatus for Determining Flow Rates of Well Fluid Constituents |
| 910116A        | 07/977,284 | Valve Apparatus  |
| 910262A        | 07/809,321 | Well Testing or Production Facility Transfer System                        |
| 920049A        | 07/932,438 | Apparatus and Method for Combusting Crude Oil                              |
| 960114A        | 08/800,896 | 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        | 09/076,503 | 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        | 08/987,556 | Control Module System Subterranean Well                                    |
| 980005         | 09/046,748 | Subsea Test Tree and Methods of Servicing A Subterranean Well              |
| 2001-3P-004867 |            | Hydraulic Overrides for Solenoid Valves and Hydraulic Controllers          |

**United States**

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Schedule I - Patents and Patent Applications

| <u>Docket No.</u> | <u>Serial No.</u> | <u>Title</u>                                |
|-------------------|-------------------|---|
| 970339 UID1       | 29829701          | Control Module System for Subterranean Well |
| 970339A           | 7879478           | Control Module System for Subterranean Well |

Australia

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