

USPTO

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TO: BRACEWELL & GIULIANI LLP COMPANY: 711 LOUISIANA STREET, SUITE 2300

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/12/2010
 900169233

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VMAX Technologies, Inc.		08/02/2010	CORPORATION:
Forum Energy Technologies, Inc.		08/02/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 W WT Harris Blvd.		
Internal Address:	Mail Code NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	CORPORATION: USA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3611668	VMAX	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2143		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-223-2300		
Email:	kim.brown@bgllp.com		
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	088599.000049		
NAME OF SUBMITTER:	Kimberly L. Brown		
Signature:	/ Kimberly L. brown /		

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TO:BRACEWELL & GIULIANI LLP COMPANY:711 LOUISIANA STREET, SUITE 2300

Date:

08/12/2010

Total Attachments: 28

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TRADEMARK

REEL: 004274 FRAME: 0641

Execution Version

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of August 2, 2010 (this "Patent and Trademark Security Agreement") is made by and among Forum Energy Technologies, Inc., a Delaware corporation ("Borrower"), each subsidiary of the Borrower party hereto from time to time (collectively with the Borrower, the "Grantors" and individually, a "Grantor"), and Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to herein).

Preliminary Statement

Borrower and Administrative Agent are parties to the Credit Agreement dated as of August 2, 2010 (as modified from time to time, the "Credit Agreement") among Borrower, the Lenders (as defined in the Credit Agreement), the Issuing Lenders (as defined in the Credit Agreement) and Wells Fargo Bank, National Association, as a swing line lender and as Administrative Agent. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor shall have entered into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of August 2, 2010 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, as such term is defined in the Pledge and Security Agreement, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Pledge and Security Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made,

use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantors against third parties for past, present or future (a) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (b) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (c) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of any Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon any Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark 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.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

**GEOSCIENCE EARTH & MARINE
SERVICES, INC.
OFFSHORE JOINT SERVICES, INC.
PERRY SLINGSBY SYSTEMS, INC.
PERRY SLINGSBY SYSTEMS, INC.
SUBSEA SERVICES INTERNATIONAL, INC.
TRITON GROUP HOLDINGS LLC**

By: 

James W. Harris
Vice President and Secretary

**A.B.Z. MANUFACTURING, INC.
QUADRANT VALVE & ACTUATOR, L.L.C.
GLOBAL FLOW TECHNOLOGIES, INC.
ZY-TECH GLOBAL INDUSTRIES, INC.**

By: 

Greg E. O'Brien
Secretary

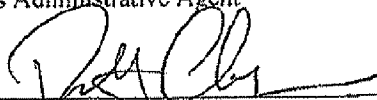
FORUM ENERGY TECHNOLOGIES, INC.

By: 

Name: James W. Harris
Title: Senior Vice President, Chief Financial Officer
and Secretary

ADMINISTRATIVE AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Robert L. Corder
Director

Signature Page to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0645

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I

Item A – Patent Collateral

U.S. Patents and Patent Applications

Jurisdiction	Patent No./ [Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
US	5396952	03/14/1995	DRILLING RIG KELLY SPINNER	Access Oil Tools, Inc. #
US	6212976	04/10/2001	DUPLEX DRILL PIPE WRENCH APPARATUS AND METHOD FOR TOP DRILLING RIG DRILLING OPERATIONS	Access Oil Tools, Inc. #
US	7013759	03/21/2006	APPARATUS FOR HANDLING TUBULARS AND METHOD	Access Oil Tools, Inc. #
US	7032690	04/25/2006	APPARATUS AND METHOD FOR VISUALLY DETECTING WEAR TO INSERT BOWLS, BUSHINGS, AND SPIDERS	Access Oil Tools, Inc. #
US	7134531	11/14/2006	HEAVY LOAD CARRY SLIPS AND METHOD	Access Oil Tools, Inc. #
US	7398833	01/16/2007	HEAVY LOAD CARRY SLIPS AND METHOD	Access Oil Tools, Inc. #
US	5489405	02/06/1996	COMPOSITE JOINT INFILL SYSTEM	Floatec Corporation #
US	7163367	01/16/2007	MULTI-POSITION HEIGHT ADJUSTMENT SYSTEM FOR A PIPE HANDLING APPARATUS	Forum Oilfield Manufacturing Services, Inc. #
US	[20080263990]	[04/25/2007]	SKIDDING SYSTEM FOR A CATWALK	Forum Oilfield Manufacturing Services, Inc. #

Jurisdiction	Patent No./ [Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
US	6899510	05/31/2005	PIPE HANDLING SYSTEM FOR PRESENTING SECTIONS OF PIPE TO A DERRICK WORK FLOOR HAVING A PIPE EJECTION ASSEMBLY	Forum Oilfield Technologies US, Inc.
US	7021880	04/04/2006	PIPE HANDLING APPARATUS FOR PRESENTING SECTIONS OF PIPE TO A DERRICK WORK FLOOR HAVING A HIGH-SPEED CARRIAGE ASSEMBLY	Forum Oilfield Technologies US, Inc.
US	7163367	01/16/2007	MULTI-POSITION HEIGHT ADJUSTMENT SYSTEM FOR A PIPE HANDLING APPARATUS	Forum Oilfield Technologies US, Inc.
US	[20090272235]	[11/05/2009]	TUBULAR HANDLING SYSTEM	Forum Oilfield Technologies US, Inc.
US	6059319	05/09/2000	APPARATUS FOR FORMING FIELD JOINTS ON PLASTIC COATED PIPE	Fusion Weld Corporation #
US	7520535	04/21/2009	PIPELINE JOINT INFILL AND PROTECTIVE SLEEVE	Offshore Joint Services, Inc.
US	[20080136169]	[10/01/2007]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services, Inc.
US	5328648	07/12/1994	METHOD OF USING A COMPOSITE JOINT INFILL SYSTEM	Offshore Joint Services, Inc. **
US	5804093	09/08/1998	JOINT INFILL MOLD	Offshore Joint Services, Inc. **
US	5900195	05/04/1999	PROTECTION OF PIPELINE JOINT CONNECTIONS	Offshore Joint Services, Inc. **

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0647

Jurisdiction	Patent No./ [Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
US	6402201	06/11/2002	PROTECTION OF PIPELINE JOINT CONNECTIONS	Offshore Joint Services, Inc.**
US	7059945	06/13/2006	PIPE WELD CLEANING MACHINE	Offshore Joint Services, Inc.**
US	7407197	08/05/2008	PIPE JOINT INFILL AND PROTECTIVE SLEEVE	Offshore Joint Services, Inc.**
US	7472476	01/06/2009	METHOD OF APPLYING JOINT INFILL CLADDING TO PIPE	Offshore Joint Services, Inc.**
US	[20070063510]	[10/06/2006]	METHOD OF APPLYING PROTECTIVE CLADDING OVER WELDED END STUBS	Offshore Joint Services, Inc.**
US	[20080109108]	[12/03/2007]	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems Limited
US	6050009	04/18/2000	STEERABLE UNDERWATER FLOW	Perry Slingsby Systems, Inc.
US	6061932	05/16/2000	STEERABLE UNDERWATER FLOW WITH MOVABLE BODY MEMBER	Perry Slingsby Systems, Inc.
US	6167831	01/02/2001	UNDERWATER VEHICLE	Perry Slingsby Systems, Inc.
US	6223675	05/01/2001	UNDERWATER POWER AND DATA RELAY	Perry Slingsby Systems, Inc.
US	6257162	07/10/2001	UNDERWATER LATCH AND POWER SUPPLY	Perry Slingsby Systems, Inc.
US	6390012	05/21/2002	APPARATUS AND METHOD FOR DEPLOYING, RECOVERING, SERVICING, AND OPERATING AN AUTONOMOUS UNDERWATER VEHICLE	Perry Slingsby Systems, Inc.
US	6719494	04/13/2004	CABLE AND PIPE BURIAL APPARATUS AND METHOD	Perry Slingsby Systems, Inc.
US	6928947	08/16/2005	SUBMERSIBLE VEHICLE	Perry Slingsby Systems, Inc.

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0648

Jurisdiction	Patent No./ [Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
US	6783113	08/31/2004	QUARTER-TURN VALVE	Quadrant Valves & Actuator, LLC
US	5944319	08/31/1999	METHOD OF FORMING A METAL TO METAL SEAL BETWEEN TWO CONFRONTING FACES OF PRESSURE CONTAINING BODIES AND A METAL TO METAL SEAL	Vanoil Equipment Inc. #
US	5960876	10/05/1999	WELLHEAD EQUIPMENT THAT USE POLYMER SEALING ELEMENTS TO SEAL OFF WELL PRESSURE	Vanoil Equipment Inc. #
US	6439302	08/27/2002	STRIPPER PACKER	Vanoil Equipment Inc. #
US	6877712	04/12/2005	METHOD OF SEALING PRESSURE WITHIN A BLOWOUT PREVENTER AND A BLOWOUT PREVENTER	Vanoil Equipment Inc. #
US	6468121	10/22/2002	ENGINE FOR SMALL WATERCRAFT	Yamaha Hatsudoki Kabushiki Kaisha #
US	5419532	05/30/1995	VALVE SEAL	Zy-Tech Global Industries, Inc.

Non-US Patents and Patent Applications

Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
Australia	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services Inc.
Australia	[AU2005249987]	[05/27/2005]	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.

Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
Australia	[2007305282]	[10/01/2007]	PIPELINE FIELD JOINT COATING FOR WET INSULATION FIELD JOINTS	Offshore Joint Services Inc.
Australia	[AU2005308665]	[06/01/2008]	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
Australia	AU1245302	5/21/2002	WINCH SYSTEM	Perry Slingsby Systems, Inc.
Australia	711857	02/03/2000	PROTECTION OF PIPELINE JOINT CONNECTIONS	Urethane Products International #
Brazil	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services Inc
Brazil	[PCT/US2007/021101]	[10/01/2007]	REVESTIMENTO DE JUNTA DE CAMPO DE LINHA DE TUBULACAO PARA JUNTAS DE CAMPO COM ISOLAMENTO MOLHADO	Offshore Joint Services Inc.
Brazil	[BRPI0511555]	[02/01/2008]	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.
Brazil	PI 9711150-3	02/19/1998	METODO E COBERTURA PARA PROTECAO DE JUNTA DE CONEXAO EM TUBULACAO	Offshore Joint Services Inc.
Brazil	[BRPI0517901]	[10/21/2008]	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
Canada	2224638	02/24/2004	IMPROVED PIPE HANDLING APPARATUS	Forum Oilfield Technologies US, Inc.
Canada	2431213	08/01/2006	PIPE HANDLING SYSTEM FOR PRESENTING SECTIONS OF POPE TO A DERRICK WORK FLOOR HAVING A PIPE EJECTION ASSEMBLY	Forum Oilfield Technologies US, Inc.

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0650

Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
Canada	2431229	03/20/2007	PIPE HANDLING APPARATUS FOR PRESENTING SECTIONS OF PIPE TO A DERRICK WORK FLOOR HAVING A HIGH-SPEED CARRIAGE ASSEMBLY	Forum Oilfield Technologies US, Inc.
Canada	2444446	06/01/2010	MULTI-POSITION HEIGHT ADJUSTMENT SYSTEM FOR A PIPE HANDLING APPARATUS	Forum Oilfield Technologies US, Inc.
Canada	2585986	04/24/2007	SKIDDING SYSTEM FOR A CATWALK	Forum Oilfield Technologies US, Inc.
Canada	2411129	06/27/2006	METHOD OF SEALING PRESSURE WITHIN A BLOWOUT PREVENTER AND A BLOWOUT PREVENTER	Vanoil Equipment Inc.
Canada	2245214	03/23/2004	METAL TO METAL SEAL WITH A MALLEABLE METAL RING	Vanoil Equipment Inc. #
Canada	2314412	12/14/2004	STRIPPER PACKER	Vanoil Equipment Inc. #
Canada	22267399	03/26/2002	WELLHEAD EQUIPMENT THAT USE POLYMER SEALING ELEMENTS TO SEAL OFF WELL PRESSURE	Vanoil Equipment Inc. #
China	CN101010170	08/01/2007	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.
China	CN101102869	01/09/2008	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.

Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
China	[97197249.4]	11/16/2001	PROTECTION OF PIPELINE JOINT CONNECTIONS AND INSTALLATION METHOD THEREOF	Urethane Products International #
EPO	1551744	07/09/2003	TUBULAR SLIP DEVICE AND METHOD	Access Oil Tools Inc. #
EPO	0921923	03/17/2004	PROTECTION OF PIPELINE JOINT CONNECTIONS	Offshore Joint Services Inc.
EPO	1750902	08/24/2008	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.
EPO	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services, Inc.
EPO	1827768	12/24/2008	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
Indonesia	0023605	06/17/2009	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.
Malaysia	139668-A	10/30/2009	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.
Malaysia	[PI 20091064]	[10/01/2007]	PIPELINE FIELD JOINED COATING FOR WET INSULATION FIELD JOINTS	Offshore Joint Services Inc.
Malaysia	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services, Inc.
Mexico	212675	08/12/1997	PROTECTION OF PIPELINE JOINT	Urethane Products International #
Norway	316.502	02/02/2004	PROTECTION OF PIPELINE JOINT	Offshore Joint Services Inc.
Norway	327432		PIPE WELDING CLEANING MACHINE	Offshore Joint Services Inc.

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0652





Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
Norway	[20090893]	[02/26/2009]	RORLEDNING- FELTSKJOTBELEGGING FOR VATISOLASJON AV FELTSKJOTER	Offshore Joint Services Inc.
Norway	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services, Inc.
Norway	328853	06/04/2007	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
Singapore	[]	[03/2009]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services Inc.
Singapore	61274	03/21/2000	PROTECTION OF PIPELINE JOINT CONNECTIONS	Offshore Joint Services Inc.
Singapore	[200608262-2]			Offshore Joint Services Inc.
Singapore	[200901537-1]	[10/01/2007]	PIPELINE FIELD JOINT COATING FOR WET INSULATION FIELD JOINTS	Offshore Joint Services Inc.
Singapore	[200901860-6]	[10/01/2007]	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services Inc.
UK	GB2448257A	03/16/2005	HEAVY LOAD CARRY SLIPS AND METHOD	Access Oil Tools Inc. #
UK	GB2429024	03/16/2005	HEAVY LOAD CARRY SLIPS AND METHOD	Access Oil Tools Inc. #
UK	GB2420634	05/31/2006	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
WIPO	[PCT/US2006/35298]	[09/11/2006]	JOINT INFILL CLADDING AND APPLICATOR CLAMP	Offshore Joint Services Inc.
WIPO	WO2005118221	12/15/2005	PIPE WELD CLEANING MACHINE	Offshore Joint Services Inc.

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0653






Jurisdiction	Patent No./ [Application or Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
WIPO	WO2008054602	05/08/2008	PIPELINE FIELD JOINT COATING FOR WET INSULATION WITH IMPROVED ADHESION	Offshore Joint Services Inc.
WIPO	WO2008042342	04/10/2008	PIPELINE FIELD JOINT COATING FOR WET INSULATION FIELD JOINTS.	Offshore Joint Services Inc.
WIPO	WO2008045403	04/17/2008	IMPROVED PROTECTIVE SLEEVE FOR PIPE JOINT INFILL CLADDING	Offshore Joint Services Inc.
WIPO	WO2007037954	04/05/2007	JOINT INFILL CLADDING AND METHOD OF PROVIDING SAME	Offshore Joint Services Inc.
WIPO	WO2009151774	12/27/2009	WIRELINE DRILLING SYSTEM AND METHOD	Perry Slingsby Systems, Inc.
WIPO	WO2009089528	07/16/2009	SUBSEA DRILLING SYSTEM AND METHOD FOR OPERATING THE DRILLING SYSTEM	Perry Slingsby Systems, Inc.
WIPO	WO2009089524	07/16/2009	METHOD AND DEVICE FOR SUBSEA WIRELINE DRILLING	Perry Slingsby Systems, Inc.
WIPO	WO2006056738	06/01/2006	CONTROL SYSTEM FOR AN ARTICULATED MANIPULATOR ARM	Perry Slingsby Systems, Inc.
WIPO	WO02066771	08/29/2002	TELESCOPIC MAST ASSEMBLY	Perry Slingsby Systems, Inc.
WIPO	WO0238487	05/16/2002	WINCH SYSTEM	Perry Slingsby Systems, Inc.
WIPO	WO2009151774	12/17/2009	WIRELINE SYSTEM	TGH (US) Inc.

Item B – Trademark Collateral**U.S. Trademarks and Trademark Applications**

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US		08/29/2006	3,135,383	ABZ Manufacturing, Inc.
US	AOI INSTRUMENTATION	08/17/1999	2,270,120	Acadiana Oilfield Instruments, Inc.#
US	ACCESS BACKSAVER	09/27/2005	3,000,689	Access Oil Tools, Inc. #
US	PHANTOM MOUSE	11/07/1995	1,410,135	Access Oil Tools, Inc. #
US	TWISTER TORQUE	08/20/2002	2,608,452	Access Oil Tools, Inc. #
US	ADI	07/18/1995	1,905,319	Associated Dynamics, Ltd. #
US		12/22/2009	3,727,433	Forum Oilfield Technologies, Inc.
US	KEEP ON DRILLING	[03/26/2008]	[77/432,207]	Forum Oilfield Technologies, Inc.
US		01/17/2006	3,044,414	Geoscience Earth & Marine Services Inc.
US	POLYFUSE	[04/30/2010]	[85/027,264]	Offshore Joint Services, Inc.
US	DEEP SEA SLEEVE	02/04/2003	2,684,401	Offshore Joint Services, Inc.**
US	DENSIFLEX	11/05/2002	2,647,012	Offshore Joint Services, Inc.**
US	SEA SLEEVE	10/07/1997	2,103,081	Offshore Joint Services, Inc.**
US		03/14/2000	2,328,162	Perry Slingsby Systems, Inc.









Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004274 FRAME: 0655

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US	PERRY	03/14/2000	2,328,142	Perry Slingsby Systems, Inc.
US	PERRY SLINGSBY	02/28/2006	3,064,002	Perry Slingsby Systems, Inc.
US	SCORPION	03/05/1996	1,959,550	Perry Slingsby Systems, Inc.
US	TRITON	10/31/1995	1,930,484	Perry Slingsby Systems, Inc.
US	 TRITON	[12/05/2007]	[77/344,819]	Triton Groups Holdings, LLC
US	TRITON GROUP	[12/05/2007]	[77/344,932]	Triton Groups Holdings, LLC
US	VANOIL	11/21/2000	2,406,639	Vanoil Equipment Inc. #
US		04/28/2009	3,611,668	VMAX Technologies, Inc.
US		01/30/1906	49,354	Zy-Tech Global Industries, Inc.
US		09/23/1986	1,410,135	Zy-Tech Global Industries, Inc.
US		08/17/2004	2,873,061	Zy-Tech Global Industries, Inc.



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TRADEMARK
REEL: 004274 FRAME: 0656

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US		11/08/2005	3,013,511	Zy-Tech Industries, Inc. Global
US		11/08/2005	3,013,512	Zy-Tech Industries, Inc. Global
US		11/08/2005	3,013,513	Zy-Tech Industries, Inc. Global
US		09/26/2006	3,149,049	Zy-Tech Industries, Inc. Global
US		[02/28/2008]	[77/408,634]	Zy-Tech Industries, Inc. Global
US		[02/28/2008]	[77/408,630]	Zy-Tech Industries, Inc. Global
US		[02/28/2008]	[77/408,626]	Zy-Tech Industries, Inc. Global
US		[02/28/2008]	[77/408,623]	Zy-Tech Industries, Inc. Global

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TRADEMARK
REEL: 004274 FRAME: 0657

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US		[02/28/2008]	[77/408,616]	Zy-Tech Global Industries, Inc.
US		01/08/1980	1,128,818	Zy-Tech Global Industries, Inc.
US	DSI	10/12/1982	1,212,125	Zy-Tech Global Industries, Inc.
US	FAIRBANKS	08/20/2002	2,608,640	Zy-Tech Global Industries, Inc.
US	GFT	[02/28/2008]	[77/408,650]	Zy-Tech Global Industries, Inc.
US	GFT	[02/28/2008]	[77/408,648]	Zy-Tech Global Industries, Inc.
US	GFT	[02/28/2008]	[77/408,641]	Zy-Tech Global Industries, Inc.
US	GFT	[02/28/2008]	[77/408,638]	Zy-Tech Global Industries, Inc.
US	GLOBAL FLOW TECHNOLOGIES	[02/28/2008]	[77/408,605]	Zy-Tech Global Industries, Inc.
US	GLOBAL FLOW TECHNOLOGIES	[02/28/2008]	[77/408,592]	Zy-Tech Global Industries, Inc.
US	GLOBAL FLOW TECHNOLOGIES	[02/28/2008]	[77/408,588]	Zy-Tech Global Industries, Inc.
US	GLOBAL FLOW TECHNOLOGIES	[02/28/2008]	[77/408,584]	Zy-Tech Global Industries, Inc.
US	GLOBAL FLOW TECHNOLOGIES	[02/28/2008]	[77/408,578]	Zy-Tech Global Industries, Inc.
US	ZY-GEAR	12/26/2006	3,189,706	Zy-Tech Global Industries, Inc.
US	ZY-TECH	02/08/2005	2,925,560	Zy-Tech Global Industries, Inc.
US	ZY-TECH	01/02/2007	3,194,731	Zy-Tech Global Industries, Inc.
US	ZY-TECH	08/28/2007	3,286,670	Zy-Tech Global Industries, Inc.
US	ZY-TECH	09/11/2007	3,291,251	Zy-Tech Global

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TRADEMARK
REEL: 004274 FRAME: 0658

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
				Industries, Inc.

Non-US Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
Argentina	P.B.V.	07/16/2003	1941244	Zy-Tech Industries, Inc. Global
Argentina	P.B.V.	07/15/2003	2397875	Zy-Tech Industries, Inc. Global
Argentina	P.B.V. design	07/16/2003	1941245	Zy-Tech Industries, Inc. Global
Argentina	P.B.V. design	07/16/2003	1941246	Zy-Tech Industries, Inc. Global
Australia	P.B.V.	11/08/2002	933650	Zy-Tech Industries, Inc. Global
Australia	P.B.V. design	11/08/2002	933598	Zy-Tech Industries, Inc. Global
Brazil	P.B.V.	[12/27/2002]	825184916	Zy-Tech Industries, Inc. Global
Brazil	P.B.V.	06/05/2007	825184908	Zy-Tech Industries, Inc. Global
Brazil	P.B.V. design	05/02/2007	825184924	Zy-Tech Industries, Inc. Global
Brazil	P.B.V. design	[12/27/2002]	825184932	Zy-Tech Industries, Inc. Global
Canada	GFT	[06/10/2008]	1398926	Global Flow Technologies, Inc.




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TRADEMARK
REEL: 004274 FRAME: 0659

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
Canada	GFT design	[06/10/2008]	1398928	Global Flow Technologies, Inc.
Canada	GLOBAL EYE	06/04/2008	TMA715896	Global Flow Technologies, Inc.
Canada	GLOBAL FLOW TECHNOLOGIES	[06/10/2008]	1398924	Global Flow Technologies, Inc.
Canada	DSI	10/21/1983	284193	PON EXPLORATIONS, INC.#
Canada	DUOSEAL INTERNATIONAL	09/30/1983	283722	PON EXPLORATIONS, INC.#
Canada	DSI design	07/03/1981	260523	ZIDELL EXPLORATIONS, INC.,#
Canada	F & design	07/08/2003	TMA584722	Zy-Tech Global Industries, Inc.
Canada	FAIRBANKS	07/04/2003	TMA584517	Zy-Tech Global Industries, Inc.
Canada	P.B.V.	04/09/1993	TMA410602	Zy-Tech Global Industries, Inc.
China	DSI	12/30/1982	168789	Zy-Tech Global Industries, Inc.
China	DSI design	12/15/1982	167447	Zy-Tech Global Industries, Inc.
China	DUOSEAL INTERNATIONAL	12/15/1982	167448	Zy-Tech Global Industries, Inc.
China	F & design	11/21/2001	1669543	Zy-Tech Global Industries, Inc.
China	FAIRBANKS	11/21/2001	1669542	Zy-Tech Global Industries, Inc.

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TRADEMARK
REEL: 004274 FRAME: 0660

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
China	PBV design	12/28/2001	1689507	Zy-Tech Global Industries, Inc.
China	PBV design	12/14/2001	1681622	Zy-Tech Global Industries, Inc.
Colombia	P.B.V.	08/12/2005	303387	Zy-Tech Global Industries, Inc.
Colombia	P.B.V. design	09/30/2004	289145	Zy-Tech Global Industries, Inc.
Community Trade Mark		08/29/2000	1830470	Zy-Tech Global Industries, Inc.
Community Trade Mark		06/14/2000	1707181	Zy-Tech Global Industries, Inc.
Community Trade Mark		05/05/2006	1707256	Zy-Tech Global Industries, Inc.
Community Trade Mark	PBV	05/05/2006	1707223	Zy-Tech Global Industries, Inc.
Czech Republic	DSI	01/03/1997	196429	Zy-Tech Global Industries, Inc.
Czech Republic	DSI design	01/03/1997	194591	Zy-Tech Global Industries, Inc.

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TRADEMARK
REEL: 004274 FRAME: 0661

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
Czech Republic	PBV	10/22/2001	237660	Zy-Tech Industries, Inc. Global
Czech Republic	PBV design	05/23/2001	233907	Zy-Tech Industries, Inc. Global
India	DSI	10/27/2005	1199492	Zy-Tech Industries, Inc. Global
India	DSI design	10/25/2005	1199491	Zy-Tech Industries, Inc. Global
India	GFT	[06/23/2008]	10166	Zy-Tech Industries, Inc. Global
India	GFT design	[06/23/2008]	1696853	Zy-Tech Industries, Inc. Global
India	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	10165	Zy-Tech Industries, Inc. Global
India	P.B.V.	[10/28/2002]	1146865	Zy-Tech Industries, Inc. Global
India	P.B.V. design	[10/28/2002]	1146864	Zy-Tech Industries, Inc. Global
Indonesia	DSI	06/13/2001	479681	Zy-Tech Industries, Inc. Global
Indonesia	DSI design	08/07/2001	485674	Zy-Tech Industries, Inc. Global
Indonesia	DSI design	08/07/2001	485675	Zy-Tech Industries, Inc. Global
Indonesia	PBV	06/13/2001	479680	Zy-Tech Industries, Inc. Global
Indonesia	PBV design	08/07/2001	485676	Zy-Tech Industries, Inc. Global
Italy	DSI	03/10/1986	411952	Zy-Tech Global

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TRADEMARK
REEL: 004274 FRAME: 0662

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
				Industries, Inc.
Italy	DSI design	07/21/1986	439016	Zy-Tech Global Industries, Inc.
Italy	DUOSEAL INTERNATIONAL	07/21/1986	439015	Zy-Tech Global Industries, Inc.
Japan	DSI design	08/15/1997	4044007	Zy-Tech Global Industries, Inc.
Korea, Republic of	DSI	02/04/1981	75587	Zy-Tech Global Industries, Inc.
Korea, Republic of	DSI design	12/15/1981	79346	Zy-Tech Global Industries, Inc.
Korea, Republic of	DUOSEAL INTERNATIONAL	12/15/1981	79345	Zy-Tech Global Industries, Inc.
Malaysia	P.B.V.	[12/18/2002]	200215703	Zy-Tech Global Industries, Inc.
Malaysia	P.B.V.	07/07/2007	2015702	Zy-Tech Global Industries, Inc.
Malaysia	P.B.V. design	[12/18/2002]	200215704	Zy-Tech Global Industries, Inc.
Malaysia	P.B.V. design	[12/18/2002]	200215705	Zy-Tech Global Industries, Inc.
Mexico	DSI	11/12/1980	264198	Zy-Tech Global Industries, Inc.
Mexico	DSI design	03/06/1981	259996	Zy-Tech Global Industries, Inc.
Mexico	F & design	03/27/2001	690783	Zy-Tech Global Industries, Inc.
Mexico	Fairbanks	[06/12/2000]	431148	Zy-Tech Global Industries, Inc.

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TRADEMARK
REEL: 004274 FRAME: 0663

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
Mexico	P.B.V. design	09/09/1991	398986	Zy-Tech Global Industries, Inc.
Peru	GFT	[]	356668	Zy-Tech Global Industries, Inc.
Peru	GFT	[]	356665	Zy-Tech Global Industries, Inc.
Peru	GFT	[]	356671	Zy-Tech Global Industries, Inc.
Peru	GFT	[]	356670	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies	[]	356658	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies	[]	356666	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies	[]	356657	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies	[]	356669	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies	[]	356659	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies design	[]	356660	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies design	[]	356663	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies design	[]	356664	Zy-Tech Global Industries, Inc.
Peru	Global Flow Technologies design	[]	356661	Zy-Tech Global Industries, Inc.
Peru	Global Flow	[]	356662	Zy-Tech Global

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TRADEMARK
REEL: 004274 FRAME: 0664

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner	
	Technologies design			Industries, Inc.	
Singapore	DSI	08/31/2000	T0015438Z	Zy-Tech Industries, Inc.	Global
Singapore	DSI design	08/31/2000	T0015441Z	Zy-Tech Industries, Inc.	Global
Singapore	DSI design	08/31/2000	T0015442H	Zy-Tech Industries, Inc.	Global
Singapore	PBV	08/31/2000	T0015440A	Zy-Tech Industries, Inc.	Global
Singapore	PBV design	08/31/2000	T0015439H	Zy-Tech Industries, Inc.	Global
South Africa	GFT	[06/23/2008]	200814270	Zy-Tech Industries, Inc.	Global
South Africa	GFT	[06/23/2008]	200814269	Zy-Tech Industries, Inc.	Global
South Africa	GFT	[06/23/2008]	200814272	Zy-Tech Industries, Inc.	Global
South Africa	GFT	[06/23/2008]	200814271	Zy-Tech Industries, Inc.	Global
South Africa	GFT	[06/23/2008]	200814273	Zy-Tech Industries, Inc.	Global
South Africa	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	200814266	Zy-Tech Industries, Inc.	Global
South Africa	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	200814264	Zy-Tech Industries, Inc.	Global
South Africa	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	200814267	Zy-Tech Industries, Inc.	Global
South Africa	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	200814265	Zy-Tech Industries, Inc.	Global

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TRADEMARK
REEL: 004274 FRAME: 0665

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
South Africa	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	200814268	Zy-Tech Industries, Inc. Global
South Africa	Global Flow Technologies design	[06/23/2008]	200814275	Zy-Tech Industries, Inc. Global
South Africa	Global Flow Technologies design	[06/23/2008]	200814278	Zy-Tech Industries, Inc. Global
South Africa	Global Flow Technologies design	[06/23/2008]	200814274	Zy-Tech Industries, Inc. Global
South Africa	Global Flow Technologies design	[06/23/2008]	200814276	Zy-Tech Industries, Inc. Global
South Africa	Global Flow Technologies design	[06/23/2008]	200814277	Zy-Tech Industries, Inc. Global
Spain	DSI	07/05/1983	1013758	Zy-Tech Industries, Inc. Global
Spain	DSI design	06/05/1981	957879	Zy-Tech Industries, Inc. Global
Taiwan	DSI	04/01/1981	151088	Zy-Tech Industries, Inc. Global
Taiwan	DSI design	03/31/1991	157066	Zy-Tech Industries, Inc. Global
Taiwan	P.B.V. design	03/16/2001	863818	Zy-Tech Industries, Inc. Global
Taiwan	P.B.V. design	03/15/2001	863815	Zy-Tech Industries, Inc. Global
Taiwan	P.B.V. design	03/15/2001	867195	Zy-Tech Industries, Inc. Global
Taiwan	PBV	03/15/2001	855789	Zy-Tech Industries, Inc. Global
Taiwan	PBV	03/15/2001	865151	Zy-Tech Industries, Inc. Global

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TRADEMARK
REEL: 004274 FRAME: 0666

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
				Industries, Inc.
Taiwan	PBV	03/15/2001	865344	Zy-Tech Global Industries, Inc.
UAE	GFT	[]	114382	Zy-Tech Global Industries, Inc.
UAE	GFT	04/04/2010	101344	Zy-Tech Global Industries, Inc.
UAE	GFT	04/04/2010	101342	Zy-Tech Global Industries, Inc.
UAE	GFT	04/04/2010	101343	Zy-Tech Global Industries, Inc.
UAE	GFT	04/04/2010	101341	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies	[]	114388	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies	[]	114387	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies	[]	114390	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies	[]	114388	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies	[]	114391	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies design	[]	114392	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies design	[]	114395	Zy-Tech Global Industries, Inc.
UAE	Global Flow Technologies design	[]	114393	Zy-Tech Global Industries, Inc.

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TRADEMARK
REEL: 004274 FRAME: 0667

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
UAE	Global Flow Technologies design	[]	114394	Zy-Tech Industries, Inc. Global
UAE	Global Flow Technologies design	[]	114396	Zy-Tech Industries, Inc. Global
Venezuela	DSI	[]	17511/2000	Zy-Tech Industries, Inc. Global
Venezuela	DSI design	11/11/2002	P243157	Zy-Tech Industries, Inc. Global
Venezuela	FAIRBANKS	11/19/2001	P234603	Zy-Tech Industries, Inc. Global
Venezuela	GFT	[06/23/2008]	1222808	Zy-Tech Industries, Inc. Global
Venezuela	GFT	[06/23/2008]	1223008	Zy-Tech Industries, Inc. Global
Venezuela	GFT	[06/23/2008]	1222608	Zy-Tech Industries, Inc. Global
Venezuela	GFT	[06/23/2008]	1222908	Zy-Tech Industries, Inc. Global
Venezuela	GFT	[06/23/2008]	1222708	Zy-Tech Industries, Inc. Global
Venezuela	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	1222208	Zy-Tech Industries, Inc. Global
Venezuela	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	1222508	Zy-Tech Industries, Inc. Global
Venezuela	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	1222308	Zy-Tech Industries, Inc. Global
Venezuela	GLOBAL FLOW TECHNOLOGIES	[06/23/2008]	1222108	Zy-Tech Industries, Inc. Global
Venezuela	GLOBAL FLOW	[06/23/2008]	1222408	Zy-Tech Global

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TRADEMARK
REEL: 004274 FRAME: 0668

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Application or Serial No.]	Record Owner
	TECHNOLOGIES			Industries, Inc.
Venezuela	Global Flow Technologies design	[06/23/2008]	1223208	Zy-Tech Global Industries, Inc.
Venezuela	Global Flow Technologies design	[06/23/2008]	1223108	Zy-Tech Global Industries, Inc.
Venezuela	Global Flow Technologies design	[06/23/2008]	1223308	Zy-Tech Global Industries, Inc.
Venezuela	Global Flow Technologies design	[06/23/2008]	1223408	Zy-Tech Global Industries, Inc.
Venezuela	Global Flow Technologies design	[06/23/2008]	1223508	Zy-Tech Global Industries, Inc.
Venezuela	P.B.V.	09/28/2002 / [04/28/1999]	Application No. 709599	Zy-Tech Global Industries, Inc.
Venezuela	P.B.V. design	09/28/2000	P224004	Zy-Tech Global Industries, Inc.

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