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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 900169229

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|--------------|
| Perry Slingsby Systems, 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: Delaware |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 2328162 | PERRY |
| Registration Number: | 2328142 | PERRY |
| Registration Number: | 3064002 | PERRY SLINGSBY |
| Registration Number: | 1959550 | SCORPION |
| Registration Number: | 1930484 | TRITON |

CORRESPONDENCE DATA

Fax Number:

(713)221-2143

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

713-223-2300

Email:

kim.brown@bglip.com Bracewell & Giuliani LLP

Correspondent Name: Address Line 1:

711 Louisiana Street, Suite 2300

Address Line 4:

Houston, TEXAS 77002

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

| ATTORNEY DOCKET NUMBER: | 088599.000049 |
|---|--|
| NAME OF SUBMITTER: | Kimberly L. Brown |
| Signature: | / kimberly I. brown / |
| Date: | 08/12/2010 |
| Total Attachments: 28 source=USPTO_Security_Agreement#page | ### ### ### ### ### ### ### ### ### ## |

Execution Version

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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 <u>Schedule I</u> 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,

Patent and Trademark Security Agreement

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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.]

Patent and Trademark Security Agreement

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Bracewell

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

Vice President and Secretary

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

Secretary

FORUM ENERGY TECHNOLOGIES, INC.

Name: James W Harris

Title: Senior Vice President, Chief Financial Officer

and Secretary

Signature Page to Patent and Trademark Security Agreement ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent

By:

Robert L. Corder

Director

Signature Page to
Patent and Trademark Security Agreement

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. # |

HOUSTON/2404285

Schedule I to
Patent and Trademark Security Agreement

| 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.** |

| 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 PLOW | Perry Slingsby Systems, Inc. |
| US | 6061932 | 05/16/2000 | STEERABLE UNDERWATER PLOW 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. |

TRADEMARK REEL: 004275 FRAME: 0747

| 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. |

Schedule I to
Patent and Trademark Security Agreement

Issue Date/

[Application

Date]

[10/01/2007]

[06/01/2008]

5/21/2002

02//03/2000

[03/2009]

[10/01/2007]

[02/01/2008]

02/19/1998

[10/21/2008]

02/24/2004

08/01/2006

MANIPULATOR ARM

SECTIONS OF POPE TO A DERRICK WORK FLOOR HAVING A PIPE EJECTION ASSEMBLY

IMPROVED PIPE

PIPE HANDLING

SYSTEM FOR PRESENTING

HANDLING APPARATUS

Jurisdiction

Australia

Australia

Australia

Australia

Brazil

Brazil

Brazil

Brazil

Brazil

Canada

Canada

Patent No./

[Application or

Publication No.]

[2007305282]

[AU2005308665]

AU1245302

711857

[PCT/US2007/021101]

[BRP10511555]

PI 9711150-3

[BRPI0517901]

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Schedule I to Patent and Trademark Security Agreement

> TRADEMARK REEL: 004275 FRAME: 0749

Forum Oilfield

Forum Oilfield

Inc.

Technologies US,

Technologies US,

| 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. |
| ЕРО | [] | [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. |

> TRADEMARK REEL: 004275 FRAME: 0751

| 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. |

| Jurisdiction | Patent No./ | Issue Date/ | Title | Record Owner |
|--------------|-------------------------------------|--------------------|---|---------------------------------|
| | [Application or Publication No.] | [Application Date] | | |
| WIPO | WO2008054602 | 05/08/2008 | PIPELINE FIELD JOINT COATING FOR WET | Offshore Joint Services Inc. |
| | | | INSULATION WITH IMPROVED ADHESION | |
| WIPO | WO2008042342 | 04/10/2008 | PIPELINE FIELD JOINT COATING FOR WET INSULATION FIELD | Offshore Joint Services Inc. |
| WIPO | WO2008045403 | 04/17/2008 | JOINTS. IMPROVED | Offshore Joint |
| ,,,, | | , | PROTECTIVE SLEEVE FOR PIPE JOINT INFILL CLADDING | 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 |
|--------------|-----------------------------|--|-----------------------------------|---|
| ÜS | (BZ VALVE | 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 | FIRUM | 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 | GEMS MARINE SERVICES, INC. | 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 | P | 03/14/2000 | 2,328,162 | Perry Slingsby Systems, Inc. |

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK REEL: 004275 FRAME: 0754

| 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 | vmax | 04/28/2009 | 3,611,668 | VMAX Technologies, Inc. |
| US | | 01/30/1906 | 49,354 | Zy-Tech Global Industries, Inc. |
| US | P. B.V. | 09/23/1986 | 1,410,135 | Zy-Tech Global Industries, Inc. |
| US | F | 08/17/2004 | 2,873,061 | Zy-Tech Global Industries, Inc. |

> TRADEMARK REEL: 004275 FRAME: 0755

| Jurisdiction | Trademark | 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 | |
| ÜS | | 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 | |

> TRADEMARK REEL: 004275 FRAME: 0756

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

| 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 G Industries, Inc. | lobal |
| Argentina | P.B.V. | 07/15/2003 | 2397875 | Zy-Tech G Industries, Inc. | lobal |
| Argentina | P.B.V. design | 07/16/2003 | 1941245 | Zy-Tech G Industries, Inc. | lobal |
| Argentina | P.B.V. design | 07/16/2003 | 1941246 | Zy-Tech G Industries, Inc. | lobal |
| Australia | P.B.V. | 11/08/2002 | 933650 | Zy-Tech G Industries, Inc. | lobal |
| Australia | P.B.V. design | 11/08/2002 | 933598 | Zy-Tech G Industries, Inc. | lobal |
| Brazil | P.B.V. | [12/27/2002] | 825184916 | Zy-Tech G Industries, Inc. | lobal |
| Brazil | P.B.V. | 06/05/2007 | 825184908 | Zy-Tech G Industries, Inc. | ìlobal |
| Brazil | P.B.V. design | 05/02/2007 | 825184924 | Zy-Tech Conductries, Inc. | ilobal |
| Brazil | P.B.V. design | [12/27/2002] | 825184932 | Zy-Tech Condustries, Inc. | ilobal |
| Canada | GFT | [06/10/2008] | 1398926 | Global Technologies, Inc. | Flow |

Schedule I to
Patent and Trademark Security Agreement

> TRADEMARK REEL: 004275 FRAME: 0759

| 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 | P. B.V. | 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 | 195429 | Zy-Tech Global Industries, Inc. |
| Czech Republic | DSI design | 01/03/1997 | 194591 | Zy-Tech Global Industries, Inc. |

| Jurisdiction | Trademark | 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. | Globa |
| Indonesia | PBV design | 08/07/2001 | 485676 | Zy-Tech Industries, Inc. | Global |
| Italy | DSI | 03/10/1986 | 411952 | Zy-Tech | Globa |

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

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

| Jurisdiction | Trademark | 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 |

| 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 | [06/232008] | 200814275 | Zy-Tech Industries, Inc. | Global |
| South Africa | Global Flow Technologies design | [06/232008] | 200814278 | Zy-Tech Industries, Inc. | Global |
| South Africa | Global Flow Technologies design | [06/232008] | 200814274 | Zy-Tech Industries, Inc. | Global |
| South Africa | Global Flow Technologies design | [06/232008] | 200814276 | Zy-Tech Industries, Inc. | Global |
| South Africa | Global Flow Technologies design | [06/232008] | 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 | Global |

TRADEMARK
REEL: 004275 FRAME: 0766

| Jurisdiction UAE | Trademark Global Flow Technologies design | Registration Date/ [Filing Date] | Registration No./ . [Application or Serial No.] | Record Owner | |
|-------------------|--|----------------------------------|--|-----------------------------|--------|
| | | | | Zy-Tech Industries, Inc. | Global |
| UAE | Global Flow Technologies design | [] | 114396 | Zy-Tech Industries, Inc. | Global |
| Venezuela | DSI | . J | 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 |

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

RECORDED: 08/12/2010