

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Offshore Joint Services, Inc.		12/21/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Subsea Services International, Inc.		
Street Address:	8807 W. Sam Houston Parkway North, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85027264	POLYFUSE	
Registration Number:	2103081	SEA SLEEVE	
Registration Number:	2684401	DEEP SEA SLEEVE	
Registration Number:	2647012	DENSIFLEX	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2185		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7132211377		
Email:	docketing@bgllp.com		
Correspondent Name:	Albert B. Kimball, Jr.		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	085356.009001		

OP \$115.00 85027264

900190966

TRADEMARK
REEL: 004533 FRAME: 0844

NAME OF SUBMITTER:	Albert B. Kimball, Jr.
Signature:	/Albert B. Kimball, Jr./
Date:	05/04/2011
<p>Total Attachments: 23</p> <p>source=OJSmergerdocs#page1.tif</p> <p>source=OJSmergerdocs#page2.tif</p> <p>source=OJSmergerdocs#page3.tif</p> <p>source=OJSmergerdocs#page4.tif</p> <p>source=OJSmergerdocs#page5.tif</p> <p>source=OJSmergerdocs#page6.tif</p> <p>source=OJSmergerdocs#page7.tif</p> <p>source=OJSmergerdocs#page8.tif</p> <p>source=OJSmergerdocs#page9.tif</p> <p>source=OJSmergerdocs#page10.tif</p> <p>source=OJSmergerdocs#page11.tif</p> <p>source=OJSmergerdocs#page12.tif</p> <p>source=OJSmergerdocs#page13.tif</p> <p>source=OJSmergerdocs#page14.tif</p> <p>source=OJSmergerdocs#page15.tif</p> <p>source=OJSmergerdocs#page16.tif</p> <p>source=OJSmergerdocs#page17.tif</p> <p>source=OJSmergerdocs#page18.tif</p> <p>source=OJSmergerdocs#page19.tif</p> <p>source=OJSmergerdocs#page20.tif</p> <p>source=OJSmergerdocs#page21.tif</p> <p>source=OJSmergerdocs#page22.tif</p> <p>source=OJSmergerdocs#page23.tif</p>	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OFFSHORE JOINT SERVICES, INC.", A TEXAS CORPORATION,
WITH AND INTO "SUBSEA SERVICES INTERNATIONAL, INC." UNDER
THE NAME OF "SUBSEA SERVICES INTERNATIONAL, INC.", A CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF
DECEMBER, A.D. 2010, AT 11:43 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF
DECEMBER, A.D. 2010, AT 11:59 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

4275189 8100M

101248648

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8463788

DATE: 12-31-10

TRADEMARK
REEL: 004533 FRAME: 0846

To: Delaware Secretary of State
Division of Corporations
PO Box 898
Dover, DE 19903

CERTIFICATE OF MERGER
of

OFFSHORE JOINT SERVICES, INC.,
a Texas corporation,

with and into

SUBSEA SERVICES INTERNATIONAL, INC.,
a Delaware corporation

IT IS HEREBY CERTIFIED THAT:

1. Offshore Joint Services, Inc. (hereinafter referred to as "OJS") is a business corporation organized under the laws of the State of Texas. Subsea Services International, Inc. (hereinafter referred to as the "Surviving Corporation") is a business corporation organized on December 28, 2006 under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by OJS and the Surviving Corporation in accordance with Section 252 of the Delaware General Corporation Law.

3. OJS hereby merges with and into the Surviving Corporation.

4. The Certificate of Incorporation of the Surviving Corporation now on file with the Delaware Secretary of State shall remain its Certificate of Incorporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation whose address is 8807 W. Sam Houston Parkway North, Suite 200, Houston, Texas 77040.

6. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

7. The authorized capital stock of OJS is 1,000 shares of common stock, par value \$1.00 per share.

8. The merger shall be deemed to be effective as of 11:59 p.m. EST December 31, 2010 (the "Effective Date").

REORGANIZATION AGREEMENT

This REORGANIZATION AGREEMENT (this "Agreement") is entered into as of December 21, 2010, by and among the entities set forth on the signature page hereto which are individually referred to as defined on the signature page hereto and are collectively referred to herein as the "Forum Companies" and occasionally as the "parties").

WHEREAS, the Forum Companies intend to consummate various transactions in order to effect a restructuring of certain Forum subsidiaries (the "Restructuring") such that the operations of the following direct or indirect subsidiaries of Forum shall be merged as follows:

- Each indirect subsidiary of TGH shall be merged into its parent which shall, immediately thereafter, be merged with and into TGH with each indirect subsidiary merger occurring immediately prior to the merger of the direct subsidiary into TGH;
- C&L and OJS shall be merged with and into Subsea; and
- Except for CTS and Allied GP (which entities shall remain intact), each indirect subsidiary of Allied shall be merged into its parent which shall, immediately thereafter, be merged with and into Allied with each indirect subsidiary merger occurring immediately prior to the merger of the direct subsidiary into Allied and, with respect to any limited partnership entities, the merger of the limited partnership shall be deemed to occur immediately prior to any merger of the general and limited partner of such limited partnership; and

WHEREAS, in connection with the Restructuring, various notices, consents, approvals and, potentially, transfers will be required; and

WHEREAS, the Forum Companies desire to enter into this Agreement in order to describe and characterize each specific transaction to be effected in the Restructuring, to provide a process for the actions necessary in connection with the Restructuring and how such actions will be handled both pre-closing and post-closing, if necessary, and to qualify as the Plan of Merger, Agreement of Merger, Plan of Dissolution and Winding Up or similar document required by applicable law in order to effect the Restructuring.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, each of the parties hereby agrees as follows:

Section 1. The Restructuring. The Restructuring shall be effective on December 31, 2010 (the "Effective Date") and shall occur as set forth below at the close of business on the Effective Date with all transactions occurring at 11:59pm EST /10:59pm CST.

(a) Allied Mergers. In the order set forth below, the parties desire to effect the following transactions:

(i) Pursuant to the Texas Business Organizations Code (the "TBOC") and Title 18, Section 1090.2(C) of the Oklahoma General Corporation Act ("Oklahoma Law"), cause Midco to be merged with and into Allied LP with Allied LP being the surviving entity.

(ii) Pursuant to the TBOC, cause Titan, M-Co and M-CoGP to be merged with and into Allied LP with Allied LP being the surviving entity.

(iii) Pursuant to the TBOC, cause Allied LP and Crevco to be merged with and into Allied. As to each of such mergers, any merger of the general and limited partner of any of such entities shall be deemed to occur immediately after the merger of the limited partnership itself.

(iii) Pursuant to the Oklahoma law and the TBOC, as applicable, in the case of each merger described above, this Agreement shall be the Plan of Merger, Agreement of Merger or similar document required by applicable law. No shares of the capital stock, membership interests or partnership interests of any of the above-referenced surviving entities shall be issued in exchange for those shares, membership interests or partnership interests held in the disappearing entity. The sole stockholder's shares or partners/members interest in the disappearing entity shall be extinguished and the sole stockholder's shares or partnership/membership interest in the surviving entity shall remain outstanding and represent the sole stockholder's, partner's or member's ownership in the surviving entity.

(b) Subsea Mergers. In the order set forth below, the parties desire to effect the following transactions:

(i) Pursuant to the Delaware General Corporation Law (the "DGCL") and the TBOC cause OJS to be merged with and into Subsea with Subsea being the surviving entity.

(ii) Pursuant to the DGCL, cause C&L to be merged with and into Subsea with Subsea being the surviving entity.

(iii) Pursuant to the DGCL and the TBOC, as applicable, in the case of each merger described above, this Agreement shall be the Plan of Merger, Agreement of Merger or similar document required by applicable law. No shares of the capital stock of any of the above-referenced surviving entities shall be issued in exchange for those shares held in the disappearing entity. The sole stockholder's shares in the disappearing entity shall be extinguished and the sole stockholder's shares in the surviving entity shall remain outstanding and represent the sole stockholder's ownership in the surviving entity.

(c) TGH Mergers. In the order set forth below, the parties desire to effect the following transactions:

(i) Pursuant to the DGCL and the TBOC cause PSSI-TX to be merged with and into PSSI-DE with PSSI-DE being the surviving entity.

(ii) Pursuant to the DGCL, cause PSSI-DE, VMAX and Seafloor to be merged with and into TGH with TGH being the surviving entity.

(iii) Pursuant to the DGCL and the TBOC, cause DJS, Sub-Atlantic, UKPS and GEMS to be merged with and into TGH with TGH being the surviving entity.

(iv) Pursuant to the DGCL and the TBOC, as applicable, in the case of each merger described above, this Agreement shall be the Plan of Merger, Agreement of Merger or similar document required by applicable law. No shares of the capital stock of any of the above-referenced surviving entities shall be issued in exchange for those shares held in the disappearing entity. The sole stockholder's shares in the disappearing entity shall be extinguished and the sole stockholder's shares in the surviving entity shall remain outstanding and represent the sole stockholder's ownership in the surviving entity.

Section 2. Pre-Closing Efforts. The Forum Companies agree to take all reasonable steps to comply with all material agreements of the Forum Companies which require consent, notice or other action in advance of the Restructuring. To the extent that any notices, consents or other actions cannot be taken in a timely manner prior to the Restructuring, the parties agree to either (i) delay the requisite portion of the Restructuring until such action can be taken, (ii) effect the Restructuring but terminate, transfer or otherwise take action that would negate the necessity of such consent or notice or (iii) effect the Restructuring and seek the consent of the necessary parties in order to cure any failed notice or consent requirement.

Section 3. Intercompany Agreements; Post-Closing Assistance. As soon as practicable after execution of this Agreement, the Forum Companies resulting from the Restructuring agree to negotiate, execute and deliver any written agreements required or advisable to effect the Restructuring and comply with applicable law for the operation of the Forum Companies after the transactions set forth herein. After the Closing, to the extent necessary to avoid confusion or comply with applicable law, the Forum Companies agree to invoice customers and otherwise manage the day to day functions of the Forum Companies utilizing the prior names of the Forum Companies until such time as appropriate notifications and qualifications can be made.

Section 4. General.

(a) Amendment; Successors and Assigns. This Agreement may be amended only by the execution and delivery of a written instrument by or on behalf of each party. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of each party hereto.

Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter contained herein and supersede any prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

(c) Force Majeure. No party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from any act or event beyond such party's control, including: acts of the government; acts of God; acts of third persons; strikes; embargoes; delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes beyond the control of such party.

(d) Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party. Any requirement of applicable law which is intended to be met by this Agreement may be met by determination of the facts and circumstances and intent of the parties followed by amendment of this Agreement to appropriately document any requirements not appropriately addressed in this Agreement.

(e) No Conflict. In the event of any conflict or inconsistency between the terms of this Agreement and the requirements of applicable law necessary to effect the transactions set forth herein shall be resolved in favor of the requirements of applicable law and the parties shall amend this Agreement as necessary to appropriately document such requirements.

(f) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement or any portion hereof is held to be prohibited by or invalid under law, such provision or portion hereof shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or this Agreement.

(g) No Third-Party Beneficiary. This Agreement shall not confer third-party beneficiary rights or remedies upon any Person or entity other than the parties hereto, their respective successors and permitted assigns.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement.

(i) Notices. All notices and other communications under this Agreement shall be in writing and delivered personally, sent by reputable, overnight

courier service (paid by sender), sent by registered or certified mail, postage prepaid, or by facsimile, at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision). Such notices and other communications shall be deemed given: at the time delivered by hand, if personally delivered; one business day after being sent, if sent by reputable, overnight courier service; at the time receipted for (or refused) on the return receipt, if sent by registered or certified mail; and at the time when confirmation of successful transmission is received by the sending facsimile machine, if sent by facsimile.

If to any of the Forum Companies, to:

c/o Forum Energy Technologies, Inc.
8807 W. Sam Houston Pkwy North
Suite 200
Houston TX 77040
Attn: James W. Harris

(j) Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall use its reasonable efforts to (i) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (ii) take, or cause to be taken, all actions, and do or cause to be done, all things, reasonably necessary, proper or advisable under applicable law or otherwise.

(k) Relationship of the Parties. Nothing contained in this Agreement shall be construed to create a partnership, association, joint venture, agency relationship or the relationship of employer and employee between any of the parties, and their relationship as hereby established is that of an independent contractor to the other party or parties. In matters relating to this Agreement, each party shall be solely responsible for the acts of its employees and agents and such employees or agents shall not be considered employees or agents of the other party, including, but not limited to, for purposes of paying any compensation or other benefits to any such employee or agent. Each party is wholly responsible for withholding and payment of all applicable federal, state and local and other payroll taxes with respect to its own employees, including any contributions from them as required by law. No party shall have any right, power or authority to create any obligation, express or implied, on behalf of any other except to the extent expressly provided herein.

(l) Choice of Law; Venue. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, AND INTERPRETATION OF THIS AGREEMENT AND/OR THE RIGHTS AND OBLIGATIONS OF THE PARTIES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES AND THE PARTIES AGREE AND CONSENT TO EXCLUSIVE

VENUE AND JURISDICTION IN THE STATE AND FEDERAL COURTS OF DELAWARE FOR ANY ACTION RELATING TO ANY OF THE FOREGOING AND WAIVE ANY DEFENSE OF INCONVENIENT FORUM IN CONNECTION WITH THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING SO BROUGHT. EACH PARTY FURTHER AGREES NOT TO BRING ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT. The parties further agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein.

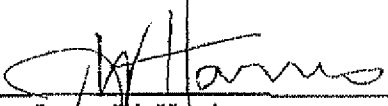
(m) Compliance with Laws. Each party shall comply in all material respects with all applicable laws governing the transactions described herein. No party shall take any action in violation of any law that could result in liability being imposed on any other party.

(n) Extension of Time; Waiver. The parties may extend the time for performance of or waive compliance with, any of the covenants, agreements or conditions of the other party to this Agreement, and may waive any breach of such other party; provided, that no agreement extending or waiving any provision of this Agreement shall be valid or binding unless it is in writing and is executed and delivered by or on behalf of the party against which it is sought to be enforced. No failure on the part of any party to exercise, or any delay in exercising any right hereunder, shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

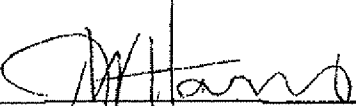
* * * * *

IN WITNESS WHEREOF, the Surviving Corporation and OJS have caused this Certificate to be signed by an authorized officer on December 21, 2010.

SUBSEA SERVICES INTERNATIONAL, INC.

By: 
James W. Harris
Vice President

OFFSHORE JOINT SERVICES, INC.

By: 
James W. Harris
Vice President



Office of the Secretary of State

December 30, 2010

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE:
Subsea Services International, Inc. (File Number: Not Applicable)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

OFFSHORE JOINT SERVICES, INC.
Domestic For-Profit Corporation
[File Number: 800166592]

Into

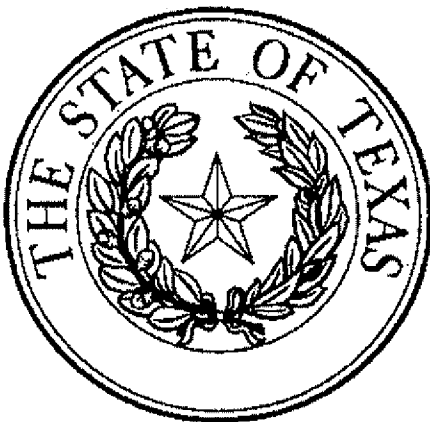
Subsea Services International, Inc.
Foreign For-Profit Corporation
Delaware, USA
[Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/30/2010

Effective: 12/31/2010 10:59 pm



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Form 622
(Revised 01/06)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: see instructions



**Certificate of Merger
Combination Merger
Business Organizations Code**

This space reserved for office use.
FILED
In the Office of the
Secretary of State of Texas
DEC 30 2010

Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Offshore Joint Services, Inc.

Name of Organization

The organization is a for-profit corporation

It is organized under the laws of

Specify organizational form (e.g., for-profit corporation)

TX

USA

State

Country

The file number, if any, is 800166592

Texas Secretary of State file number

Its principal place of business is 8807 W. Sam Houston Parkway

North, Suite 200

Houston 77040

TX

Address

City

State

☐ The organization will survive the merger. ☒ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Subsea Services International, Inc.

Name of Organization

The organization is a corporation

It is organized under the laws of

Specify organizational form (e.g., for-profit corporation)

DE

USA

State

Country

The file number, if any, is n/a

Texas Secretary of State file number

Its principal place of business is 8807 W. Sam Houston Parkway

North, Suite 200

Houston 77040

TX

Address

City

State

☒ The organization will survive the merger. ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a _____

It is organized under the laws of _____

Form 622

TRADEMARK
REEL: 004533 FRAME: 0857

Specify organizational form (e.g., for-profit corporation)

The file number, if any, is _____

State

Country

Texas Secretary of State file number

Its principal place of business is _____

Address

City

State

☐ The organization will survive the merger. ☐ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

☐ The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

By checking the following boxes, each domestic filing entity certifies that:

☒ A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

☒ On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger.

If a filing entity is to survive the merger, complete either A or B. If B is selected, provide relevant information in the space provided.

Amendments

☒ A. No amendments to the certificate of formation of any filing entity that is a party to the merger are effected by the merger.

☐ B. The plan of merger effected changes or amendments to the certificate of formation of

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this

certificate of merger.

NEW ORGANIZATION 1			
Name	Jurisdiction	Entity Type (See instructions)	
Principal Place of Business Address	City	State	Zip Code

NEW ORGANIZATION 2			
Name	Jurisdiction	Entity Type (See instructions)	
Principal Place of Business Address	City	State	Zip Code

NEW ORGANIZATION 3			
Name	Jurisdiction	Entity Type (See instructions)	
Principal Place of Business Address	City	State	Zip

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

☐ The approval of the owners or members of _____
Name of domestic entity
 was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☒ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: 10:59 p.m CST on December 31, 2010

C. ☐ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.

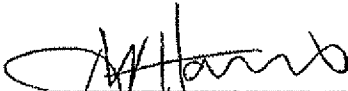
☒ In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

EXECUTION

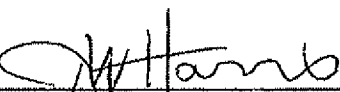
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 21, 2010.

SUBSEA SERVICES INTERNATIONAL, INC.

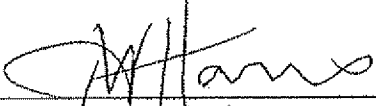
By: 
James W. Harris
Vice President

OFFSHORE JOINT SERVICES, INC.

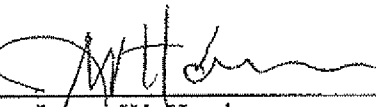
By: 
James W. Harris
Vice President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first written above.

Forum Energy Technologies, Inc.,
a Delaware corporation ("Forum")

By: 
Name: James W. Harris
Title: Chief Financial Officer

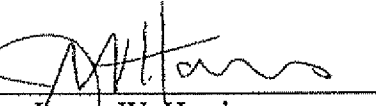
Triton Group Holdings LLC
a Delaware limited liability company ("Triton")

By: 
Name: James W. Harris
Title: Vice President

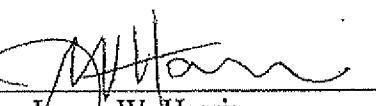
TGH (US) Inc.,
a Delaware corporation ("TGH")

By: 
Name: James W. Harris
Title: Vice President

Perry Slingsby Systems, Inc.,
a Delaware corporation ("PSSI-DE")

By: 
Name: James W. Harris
Title: Vice President

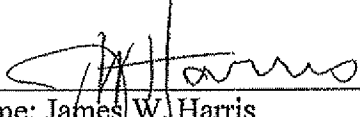
Perry Slingsby Systems, Inc.,
a Texas corporation ("PSSI-TX")

By: 
Name: James W. Harris
Title: Vice President

Sub-Atlantic, Inc.,
a Texas corporation ("Sub-Atlantic")

By: 
Name: James W. Harris
Title: Vice President

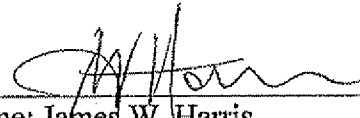
UKPS, Inc.,
a Texas corporation ("UKPS")

By: 
Name: James W. Harris
Title: Vice President

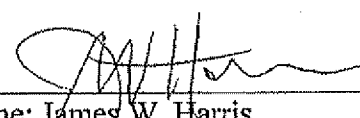
Geoscience Earth & Marine Services, Inc.,
a Texas corporation ("GEMS")

By: 
Name: James W. Harris
Title: Vice President

VMAX Technologies Inc.,
a Delaware corporation ("VMAX")

By: 
Name: James W. Harris
Title: Vice President

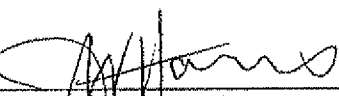
Seafloor Geoservices Inc.,
a Delaware corporation ("Seafloor")

By: 
Name: James W. Harris
Title: Vice President

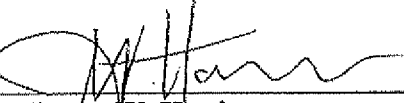
DPS Offshore, Inc.,
a Texas corporation ("DPS")

By: 
Name: James W. Harris
Title: Vice President


Subsea Services International, Inc.,
a Delaware corporation ("Subsea")

By: 
Name: James W. Harris
Title: Vice President

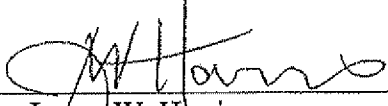
C&L Pipeline Equipment, Inc.
a Delaware corporation ("C&L")

By: 
Name: James W. Harris
Title: Vice President

OFFSHORE JOINT SERVICES, Inc.,
a Texas corporation ("OJS")


By: 
Name: James W. Harris
Title: Vice President

Allied Production Services, Inc.,
a Delaware corporation ("Allied")

By: 
Name: James W. Harris
Title: Vice President


CREVCO, L.P.,
a Texas limited partnership ("Crevco")

By: Allied Production Solutions GP, LLC,
its General Partner

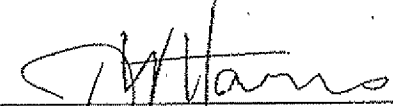
By: 
Name: Wendell Brooks
Title: President

Allied Production Solutions, LP,
a Texas limited partnership ("Allied LP")

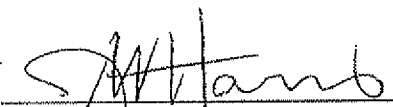
By: Allied Production Solutions GP, LLC,
its General Partner

By: 
Name: Wendell Brooks
Title: President

MIDCO Fabricators, Inc.,
an Oklahoma corporation ("Midco")

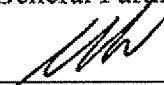
By: 
Name: James W. Harris
Title: Vice President

Titan Tanks and Vessels, LLC,
a Texas limited liability company ("Titan")


By: 
Name: James W. Harris
Title: Vice President

**M-Co, Ltd.,
a Texas limited partnership ("M-Co")**

By: M-CO GP, LLC,
its General Partner

By: 
Name: Wendell Brooks
Title: President

**M-CO GP, LLC,
a Texas limited liability company ("M-CoGP")**

By: 
Name: Wendell Brooks
Title: President

As Assistant Secretary of each of the entities executing above (excepting those certified by the individuals below), I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.

Tylar K. Schmitt
Assistant Secretary

~~As Secretary of M-CoGP and Allied GP, I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.~~

Ryan Liles
Secretary

~~As Secretary of Crevco, I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.~~

Michael F. Delamore
Secretary

M-Co, Ltd.,
a Texas limited partnership ("M-Co")

By: M-CO GP, LLC,
its General Partner

By: _____
Name: Wendell Brooks
Title: President

M-CO GP, LLC,
a Texas limited liability company ("M-CoGP")

By: _____
Name: Wendell Brooks
Title: President

As Assistant Secretary of each of the entities executing above (excepting those certified by the individuals below), I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.



Tylar K. Schmitt
Assistant Secretary

~~As Secretary of M-CoGP and Allied GP, I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.~~

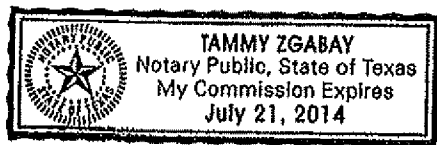
~~_____
Ryan Liles
Secretary~~

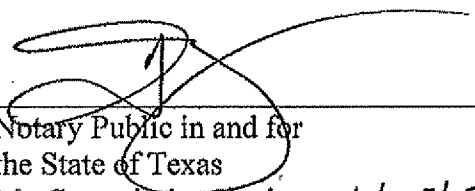
~~As Secretary of Creveco, I hereby certify this Agreement for all purposes, including but not limited to certification required by applicable law that this Agreement and the transactions set forth herein have been approved by the Board of Directors, Members, Stockholders and all other affiliates of such parties required by applicable law.~~

~~_____
Michael F. Delamore
Secretary~~

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of December, 2010 by James W. Harris, Vice President and/or Chief Financial Officer as referenced above, Wendell Brooks, President as referenced above, Tylar K. Schmitt, Assistant Secretary of the entities specified in his certification above, ~~Ryan Liles, Secretary of the entities specified in his certification above,~~ and ~~Michael F. Delamore, Secretary of the entity specified in his certification above.~~





Notary Public in and for
the State of Texas
My Commission Expires: July 21, 2014

[SEAL]