TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wood Flowline Products, LLC		07/08/2011	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 W WT Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85127890	FLOWLINE MANAGEMENT SYSTEMS
Serial Number:	85126712	STIMULATING CONFIDENCE
Serial Number:	85125668	WOOD FLOWLINE PRODUCTS

OP $90.00 85127890

CORRESPONDENCE DATA

Fax Number: (713)221-2172
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713.221.1439
Email: michael.hay@bgllp.com
Correspondent Name: Michael F. Hay
Address Line 1: 711 Louisiana St.
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	088599.000049
NAME OF SUBMITTER:	Michael F. Hay

Signature:	/Michael F. Hay/
Date:	07/20/2011

Total Attachments: 5
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Execution Version

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of July 8, 2011 (this "Patent and Trademark Security Agreement") is made by and among each subsidiary of the Borrower (as defined below) party hereto from time to time (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. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

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 Forum Energy Technologies, Inc., a Delaware corporation ("Borrower"), the Lenders, the Issuing Lenders and Wells Fargo Bank, National Association, as a swing line lender and as Administrative Agent. It is a requirement under the Credit Agreement that each Grantor that was not a Subsidiary of the Borrower as of the Effective Date shall enter 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 heretofore supplemented and as the same may be amended, supplemented 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, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

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,

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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.]

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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:

PHOINIX GLOBAL, LLC
WOOD FLOWLINE PRODUCTS, L.L.C.

Each By: _____
Name: James L. McCulloch
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 8th day of July, 2011, by James L. McCulloch, the Secretary of PHOINIX GLOBAL, LLC, a Texas limited liability company, on behalf of such company.

John C Ivascu

JOHN C. IVASCU
Notary Public, State of Texas
My Commission Expires
July 16, 2014

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 8th day of July, 2011, by James L. McCulloch, the Secretary of WOOD FLOWLINE PRODUCTS, L.L.C., a Texas limited liability company, on behalf of such company.

John C Ivascu

JOHN C. IVASCU
Notary Public, State of Texas
My Commission Expires
July 16, 2014

ADMINISTRATIVE AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
T. Alan Smith
Managing Director

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 12th day of July, 2011, by T. Alan Smith, the Managing Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such banking association.

Rebecca Sue Boone
Notary Public in and for
The State of Texas
Name: Rebecca Sue Boone
My Commission Expires: 8/27/2013

REBECCA SUE BOONE
Notary Public, State of Texas
My Commission Expires
August 27, 2013

Item B – Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US	Flowline Management Systems	September 13, 2010	85127890	Wood Flowline Products, L.L.C.
US	Stimulating Confidence	September 10, 2010	85126712	Wood Flowline Products, L.L.C.
US	WOOD FLOWLINE PRODUCTS	September 9, 2010	85125668	Wood Flowline Products, L.L.C.
US		August 5, 2008	78973191	Phoinix Global, LLC