

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
Davis-Lynch, LLC		08/01/2011	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 W WT Harris Blvd.		
City:	Chalotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77288706	CENTRALASER	
Registration Number:	1673213	INFLATAGRIP	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2172		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.221.1439		
Email:	docketing@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:	088599.049		
NAME OF SUBMITTER:	Michael F. Hay		
Signature:	/Michael F. Hay/		

OP \$65.00 77288706

Date:

08/15/2011

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of August 1, 2011 (this "Patent and Trademark Security Agreement") is made by and among the subsidiary of the Borrower (as defined below) party hereto (the "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 Grantor 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 Grantor 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, the 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 the 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 the 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 Grantor 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 the 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 the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

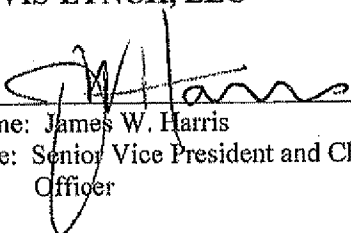
This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect 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 the 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.


GRANTOR:

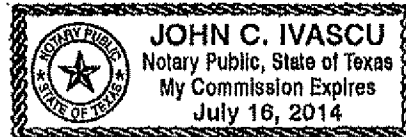
DAVIS-LYNCH, LLC

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of August, 2011, by James W. Harris, the Vice President of DAVIS-LYNCH, LLC, a Texas limited liability company, on behalf of such company.


Notary Public in and for
The State of Texas



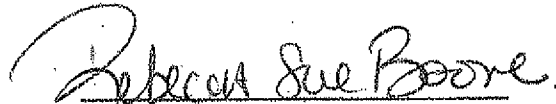
ADMINISTRATIVE AGENT:

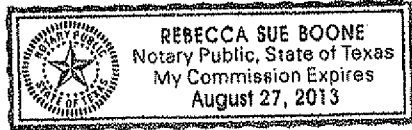
**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent**

By: 
T. Alan Smith
Managing Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 2nd day of August, 2011, by T. Alan Smith, the Managing Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such banking association.


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



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. / Application No.	Issue Date / Application Date	Title	Record Owner
US	7,849,918	December 14, 2010	Centering Structure For Tubular member and Method of Making Same	Davis-Lynch, LLC
US	6,679,336	January 20, 2004	Multi-Purpose Float Equipment and Method	Davis-Lynch, LLC
US	6,562,401	May 13, 2003	Method for Making a Stand- Off Devise to Prevent and Oilfield Tubular from Contact the Side of the Wellbore	Davis-Lynch, LLC
US	6,439,304	August 27, 2002	Stand-Off Devise	Davis-Lynch, LLC
US	6,401,824	June 11, 2002	Well Completion Convertible Float Shoe/Collar	Davis-Lynch, LLC
US	6,401,811	June 11, 2002	Tool Tie-Down	Davis-Lynch, LLC
US	5,842,517	December 1, 1998	Anti-Rotational Cementing Apparatus	Davis-Lynch, LLC
US	90/007,350 (reexam of patent no. 6,679,336)	December 21, 2004	Multi-Purpose Float Equipment and Method	Davis-Lynch, LLC
US	90/007,585 (reexam of patent no. 6,401,824)	June 13, 2005	Well Completion Convertible Float Shoe/Collar	Davis-Lynch, LLC
US	90/007,586 (reexam of patent no. 6,679,336)	June 13, 2005	Multi-Purpose Float Equipment Method	Davis-Lynch, LLC

US	90/007,349 (reexam of patent no. 6,401,824)	December 21, 2004	Well Completion Convertible Float Shoe/Collar	Davis-Lynch, LLC
Canada	2,403,174	March 12, 2001 (filing date)	Multi-Purpose Float Equipment and Method	Davis-Lynch, LLC
Patent Cooperation Treaty	PCT/US08/69037 (publication no. WO2009/006528)	July 2, 2008 (filing date) January 8, 2009 (publication date)	Centering Structure for Tubular Member and Method of Making Same	Davis-Lynch, LLC
Canada	2,717,813	July 2, 2008 (filing date)	Centering Structure for Tubular Member and Method of Making Same	Davis-Lynch, LLC
European Patent Office	08772359.9 (publication no. 2181240)	March 12, 2001 (filing date)	Multi-Purpose Float Equipment and Method	Davis-Lynch, LLC
European Patent Office	09174158.7			Davis-Lynch, LLC
European Patent Office	1264076			Davis-Lynch, LLC
Mexico	268215			Davis-Lynch, LLC
Brazil	BR0109366			Davis-Lynch, LLC

Schedule I to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004605 FRAME: 0194

Item B – Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date / Filing Date	Registration No. / Serial Number	Record Owner
US	INFLATAGRIP		1,673,213	Davis-Lynch, LLC
US	CENTRALASER		77/288,706	Davis-Lynch, LLC

Schedule I to
Patent and Trademark Security Agreement