

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
TGH (US) Inc.		10/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 W WT Harris Blvd.		
Internal Address:	Mail Code NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3374580	TETHER MANAGEMENT SYSTEM (TMS)	
Registration Number:	3947799	ROVDRILL	
Registration Number:	3947798	ROVDRILL	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2172		
Phone:	713.223.2300		
Email:	Kim.Wattner@bgllp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002-2770		
ATTORNEY DOCKET NUMBER:	088599.000049		
NAME OF SUBMITTER:	Kimberly Wattner		

OP \$90.00 3374580

Signature:	/Michael F. Hay/
Date:	10/13/2011
Total Attachments: 8 source=Patent_and_Trademark_Security_Agreement#page1.tif source=Patent_and_Trademark_Security_Agreement#page2.tif source=Patent_and_Trademark_Security_Agreement#page3.tif source=Patent_and_Trademark_Security_Agreement#page4.tif source=Patent_and_Trademark_Security_Agreement#page5.tif source=Patent_and_Trademark_Security_Agreement#page6.tif source=Patent_and_Trademark_Security_Agreement#page7.tif source=Patent_and_Trademark_Security_Agreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of October 4, 2011 (this "Patent and Trademark Security Agreement") is made by and among each subsidiary of the Borrower (as defined below) party hereto (each a "Grantor" and, collectively, the "Grantors"), 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 Credit Agreement (as defined below).

Preliminary Statement

Borrower and Administrative Agent are parties to the Amended and Restated Credit Agreement dated as of October 4, 2011 (as amended, restated, supplemented or otherwise 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 swing line lender and as Administrative Agent. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor shall have entered into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

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

Pursuant to the terms of that certain Pledge and Security Agreement dated as of August 2, 2010 (the "Original Security Agreement"), among the Borrower, the other grantors party thereto and the Administrative Agent for the ratable benefit of the Secured Parties, as supplemented by (i) that certain Supplement No. 1 (the "Security Agreement Supplement No. 1") dated as of June 24, 2011 among Wood Flowline Products, L.L.C., a Texas limited liability company, Phoinix Global, LLC, a Texas limited liability company, Forum International Holdings, Inc., a Delaware corporation ("Forum International"), Forum US, Inc. a Delaware corporation ("Forum US"), Borrower and the Administrative Agent, (ii) that certain Supplement No. 2 (the "Security Agreement Supplement No. 2") dated as of July 6, 2011 among SVP Products, Inc., a Texas corporation, Cannon Services, LLC, a Delaware limited liability company, Forum US, Borrower and the Administrative Agent, (iii) that certain Supplement No. 3 (the "Security Agreement Supplement No. 3") dated as of July 19, 2011 among AMC Torque Solutions, Inc., a Texas corporation, Forum US, Borrower and the Administrative Agent, (iv) that certain Supplement No. 4 (the "Security Agreement Supplement No. 4") dated as of July 21, 2011 among Forum International, Borrower and the Administrative Agent and (v) that certain Supplement No. 5 (the "Security Agreement Supplement No. 5") dated as of August 1, 2011 among Davis-Lynch, LLC, a Texas limited liability company, Forum US, Borrower and the Administrative Agent, and as reaffirmed and amended by that certain Reaffirmation and Amendment to Guaranty and Security Instruments (the "Security Agreement Reaffirmation") dated as of October 4, 2011 among the Borrower, the other grantors party thereto (the "Pledge and Security Grantors") and the Administrative Agent (the Original Security Agreement, as Supplemented by Security Agreement Supplement No. 1, Security Agreement Supplement No. 2, Security Agreement Supplement No. 3, Security Agreement Supplement No. 4 and Security Agreement Supplement No. 5 and as reaffirmed and amended by the Security Agreement Reaffirmation, the "Pledge and Security Agreement"), 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 (as defined in the Pledge and Security Agreement) and Trademark Collateral (as defined in the Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Pledge and Security Agreement).

Agreement

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

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

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

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

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

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

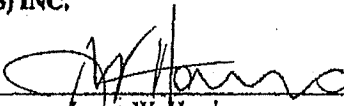
[Remainder of this page intentionally left blank. Signature pages to follow.]

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

GRANTORS:

**A.B.Z. MANUFACTURING, INC.
CANNON SERVICES, LLC
FORUM US, INC.
QUADRANT VALVE & ACTUATOR, L.L.C.
SUBSEA SERVICES INTERNATIONAL, INC.
TGH (US) INC.**

Each by: _____



James W. Harris
Vice President

Signature Page to
Patent and Trademark Security Agreement

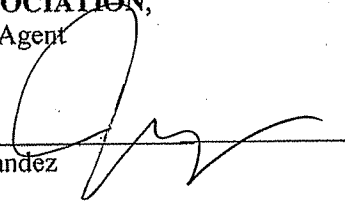
**TRADEMARK
REEL: 004640 FRAME: 0870**

ADMINISTRATIVE AGENT:

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

By: _____

J.C. Hernandez
Director

A handwritten signature in black ink, appearing to be 'J.C. Hernandez', written over a horizontal line. The signature is stylized and cursive.

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	7,845,373	7-12-2010	INSULATOR APPARATUS FOR VACUUM INSULATED TUBING	Cannon Services, Limited
US	7,677,272	16-03-2010	INSULATOR APPARATUS FOR VACUUM INSULATED TUBING	Cannon Services, Limited
US	7,530,371	12-05-2009	INSULATOR APPARATUS FOR VACUUM INSULATED TUBING	Cannon Services, Limited
US	7,134,455	14-11-2006	INSULATOR APPARATUS FOR VACUUM INSULATED TUBING	Cannon Services, Limited
US	6,929,065	16-8-2005	LATCH-TYPE TUBING PROTECTOR HAVING C- SHAPED CLAMPING MEMBERS, A MINIMIZED RUNNING PROFILE AND A LARGE HOLDING FORCE	Cannon Services, Limited
US	6,283,205	4-09-2001	POLYMERIC CENTRALIZER	Cannon Services, Limited
US	7,847,671	12/07/10	Subsea Data and Power Transmission Inductive Coupler and Subsea Cone Penetrating Tool	Perry Slingsby Systems, Inc.
US	[20090178848]	1/10/2008	Subsea Drilling System and Method for Operating the System	Perry Slingsby Systems, Inc.
US	[20090255728]	04/14/2009	Wireline Drilling System and Method	Perry Slingsby Systems, Inc.

Jurisdiction	Patent No./ [Publication No.]	Issue Date/ [Application Date]	Title	Record Owner
US	5,468,121	11/21/95	Apparatus and Method for Positioning Pipe in a Mousehole	Forum US, Inc.
US	5,255,751	10/26/93	Oilfield Make-up and Breakout Tool for Drive Drilling System	Forum US, Inc.
US	5,356,116	10/18/94	Shaft and valve Disc Connection for Butterfly Valve	ABZ Manufacturing, Inc.
US	7,530,401	5/12/09	Tool Trap Assembly and Method	Forum US, Inc.
US	Application 13/095,233	[04/27/2011]	Pipe Joint Coating	Subsea Services International, Inc.

Item B

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date/ [Filing Date]	Registration No./ [Serial No.]	Record Owner
US	TETHER MANAGEMENT SYSTEM (TMS)	January 22, 2008	3,374,580	TGH (US) Inc.
US	QUADRANT	July 1, 2003	2,733,049	Quadrant Valves & Actuators, LLC
US	ROVDRILL	April 19, 2011	3,947,799	TGH (US) Inc.
US	ROVDRILL	April 19, 2011	3,947,798	TGH(US) Inc.