

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement for Global Tubing, LLC and Wells Fargo Bank, NA

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Tubing, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1000 Louisiana Street, 9th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85584298	SMRTAPER
Serial Number:	85594831	SMARTAPER
Serial Number:	85584293	SMART TAPER
Serial Number:	85896543	SMARTWELD
Serial Number:	85829754	GLOBAL TUBING

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: traci.landgraf@bglp.com

Correspondent Name: Bracewell & Giuliani LLP

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208

ATTORNEY DOCKET NUMBER:	088599.000100
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OP \$140.00 85584298

NAME OF SUBMITTER:	Traci Landgraf
Signature:	/Constance G. Rhebergen/
Date:	07/17/2013
Total Attachments: 8 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif source=SecurityAgreement#page7.tif source=SecurityAgreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of July 1, 2013 (this "Patent and Trademark Security Agreement") is made by Global Tubing, LLC, a Delaware limited liability company (the "Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, 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

Reference is made to that certain Credit Agreement, dated as of July 1, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the lenders party thereto from time to time (the "Lenders"), Administrative Agent, and Wells Fargo Bank, National Association, as issuing lender (in such capacity, the "Issuing Lender") and as swing line lender. It is a requirement under the Credit Agreement that the Grantor shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

The Grantor owns 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 July 1, 2013 (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 "Security Grantors") and the Administrative Agent for the ratable benefit of the Secured Parties, the Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantor in, to, and under all now owned and hereafter acquired Patent and Trademark Collateral (as defined below), 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 pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Administrative Agent, for the ratable benefit of each Secured Party, and hereby grants to the Administrative Agent, for the ratable benefit of each Secured Party, a continuing security interest in all of the Grantor's right, title and interest in, to and under, all of the following, whether now owned or hereafter acquired by the Grantor, and wherever located and whether now owned or hereafter existing or arising (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Item A of Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), (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, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license;

(b) (i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Item B of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications 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 (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks"), (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (iv) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

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.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

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

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

GRANTOR:

GLOBAL TUBING, LLC

By: 

Name: Neal Lux

Title: General Manager

Signature Page to
Patent and Trademark Security Agreement

ADMINISTRATIVE AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: T. Alan Smith

Title: Managing Director

SCHEDULES:

Schedule I Item A - Patent Collateral
 Item B – Trademark Collateral

Schedule I
Item A - Patent Collateral

Pending Patent Applications

<u>Title</u>	<u>Provisional Serial No.</u>	<u>Provisional Filing Date</u>	<u>Nonprovisional Serial No.</u>	<u>Nonprovisional Filing Date</u>	<u>Inventor(s)</u>	<u>Status</u>	<u>Brief Description</u>
Method of Manufacturing Coil Tubing Using Friction Stir Welding	61 / 072,178	03/28/08	13 / 653,520	10/17/2012	Jon DuBois	Requires further conversion.	A method of manufacturing coiled tubing, said method comprising: joining two portions of parent stock metal by friction stir welding so that adjoining portions of said two portions of parent stock metal are first reduced to a deformable plastic state, and then allowed to cool in such a manner that there is no recrystallization of parent stock metal in a resulting weld.
Split (2) Part FSW Anvil	61 / 189,740	08/22/08	13 / 861,157	04/11/2013	Jon DuBois	Requires further conversion.	A method of friction stir welding two or more pieces of metal stock having variable thicknesses, said method comprising: disposing said pieces of metal stock such that two surfaces requiring welding are adjoining; applying a high-pressure rotary tool to induce a phase change on a first side of said pieces of metal stock; and bracing a second side of said pieces of metal stock using a flat, pressure-resistant anvil.

Schedule I to
 Patent and Trademark Security Agreement

Method of Evaluating Friction Stir Welding Defects	61 / 234,430	08/17/09	13 / 764,337	02/11/13	Murray Mahoney Russel Steel Jeremy Peterson Raymond Rowland Rodney Bond	Requires further conversion.	A method of evaluating defects in a friction stir welded seam is provided, the method including: providing a welded sheet of metallic stock, the sheet having a top edge and a bottom edge, opposed side edges, and a joining seam formed between the opposed side edges by means of friction stir welding; isolating a preselected test specimen from the sheet of welded metallic stock, the specimen comprising either the top edge or the bottom edge and a test portion of the seam, with the test portion extending from an intermediate point to either the top or bottom edge and having a longitudinal axis, so that said test portion is disposed perpendicularly to the longitudinal axis, thereby establishing a test specimen face and a weld root; and detaching the specimen from the sheet and then testing the integrity of said weld root.
Method of Manufacturing Coiled Tubing Using Multi-Pass Friction Stir Welding	61 / 234,432	08/17/09	13 / 776,137	02/25/13	Raymond Rowland Mark Wadzeck Rodney Bond	Requires further conversion.	A method for manufacturing a long length of coiled metal tubing or the like using friction stir welding. Successive lengths of metal strip are friction stir welded using a three-pass welding technique to eliminate any edge defects in the resulting strip. The method includes one or more three-pass friction stir welding routines, each of which includes a first pass performed using a tool having a first rotational direction and a spiral bit pattern corresponding to the first rotational direction; a second pass using a tool having a second rotational direction and a spiral bit pattern corresponding to the second rotational direction; and a third pass using a tool having said second rotational direction and a spiral bit pattern corresponding to the second

Schedule I to
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							rotational direction.
Coiled Tubing Optimized for Long, Horizontal Completions	61 / 538,276	09/23/11	13 / 611,512	9/12/12	Neal A. Lux	Requires further conversion.	Coiled tubing comprising terminal ends of a similar or identical diameter, each tapering to a diminished diameter portion disposed there between.

Item B – Trademark Collateral

Pending U.S. Trademark Applications

U.S. Application No.	Owner	Mark	Status
85/584,298	Global Tubing, LLC	SMRTAPER	Allowed; request for extension of time to file statement of use due by 11/6/2013
85/594,831	Global Tubing, LLC	SMARTAPER	Allowed; request for extension of time to file statement of use due by 11/6/2013
85/584,293	Global Tubing, LLC	SMART TAPER	Allowed; request for extension of time to file statement of use due by 11/6/2013
85/896,543	Global Tubing, LLC	SMARTWELD	Application Filed 4/5/2013
85/829,754	Global Tubing, LLC	GLOBAL TUBING	Application Filed 1/23/2013

Pending Canadian Trademark Applications

Canadian Application No.	Owner	Mark	Status
1613097	Global Tubing, LLC	GLOBAL TUBING	Application Filed 2/7/13
1613160	Global Tubing, LLC	SMARTaper	Application Filed 2/7/13
1613159	Global Tubing, LLC		Application Filed 2/7/13

Schedule I to
Patent and Trademark Security Agreement

Common Law Trademarks

Global Tubing of Canada – Trade Name

GT Coiled Tubing of Canada – Trade Name

Global Tubing.com

Global-Tubing.com

“Strength Where You Need It” - SMARTaper™ Slogan

Continuous Taper

Schedule I to
Patent and Trademark Security Agreement