

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Dynacon, Inc.		12/18/2012
	Merrimac Manufacturing, Inc.		12/18/2012
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 W. WT Harris Blvd., Mail Code NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3786652	MERRILOY
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	traci.landgraf@bglp.com		
Correspondent Name:	Bracewll & Giuliani LLP		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
ATTORNEY DOCKET NUMBER:	088599.000049		
NAME OF SUBMITTER:	Traci Landgraf		
Signature:	/Constance G. Rhebergen/		
Date:	07/30/2013		

OP \$40.00 3786652

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of December 18, 2012 (this "Patent and Trademark Security Agreement") is made by and among Dynacon, Inc., a Texas corporation, and Merrimac Manufacturing, Inc., a Texas corporation (the "Grantors", and individually, a "Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referenced below). 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

Forum Energy Technologies, Inc., a Delaware corporation ("Borrower"), and Administrative Agent are parties to that certain 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 Borrower, the lenders party thereto from time to time, the issuing lenders party thereto from time to time, Administrative Agent, and Wells Fargo Bank, National Association, as swing line lender. 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 a 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 are 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 Borrower, the grantors party thereto from time to time (the "Pledge and Security Grantors"), and the 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, 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 incurrance 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.]

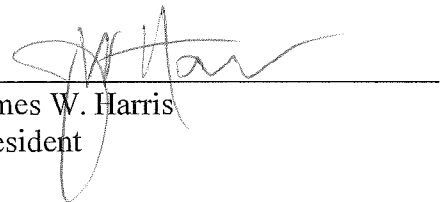
IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

DYNACON, INC.

MERRIMAC MANUFACTURING, INC.

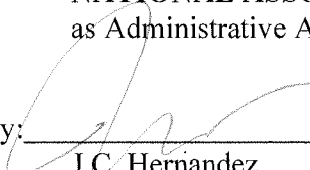
Each By: _____


James W. Harris
President

ADMINISTRATIVE AGENT:

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

By: _____


J.C. Hernandez
Director

Signature Page to
Patent and Trademark Security Agreement
(Dynacon, Inc. and Merrimac Manufacturing, Inc.)

#4217253

**TRADEMARK
REEL: 005081 FRAME: 0017**

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	US 6,783,593 B2	August 31, 2004	Rotary Cable Treatment Method and Apparatus	Dynacon, Inc.
US	US 6,443,383 B1	September 3, 2002	Method and Apparatus for Umbilical Floatation Storage	Dynacon, Inc.
US	US 6,443,431 B1	September 3, 2002	Load Compensated Right Angle Diamond Screw Levelwind	Dynacon, Inc.
US	US 6,484,920 B1	November 26, 2002	Cable Umbilical Gripper	Dynacon, Inc.
US	US 6,536,743 B2	March 25, 2003	Fixed Umbilical Cable Flotation Docking Head	Dynacon, Inc.
US	US 6,932,325 B1	August 23, 2005	Active-Over-Passive Coordinated Motion Winch	Dynacon, Inc.
US	Application Serial No. 12/886,762	September 21, 2010	Cable Tensioning Cycling System	Dynacon, Inc.

Item B

U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration Date / Filing Date	Registration No. / Serial No.	Record Owner
US	Merriloy	May 11, 2010	3,786,652	Merrimac Manufacturing, Inc.