# OP \$1015.00 248277

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM390523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TETRA TECHNOLOGIES, INC.		07/01/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	712 Main Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2482779	BIORID
Serial Number:	75935909	FLAMERID
Registration Number:	2675999	HI-CHLOR
Registration Number:	2814544	
Registration Number:	2771093	TETRA
Registration Number:	2824671	THERMAFIX
Registration Number:	2902887	COR CLEAR
Serial Number:	76604451	CHEMIMETALLURGY
Serial Number:	76978187	CHEMIMETALLURGY
Registration Number:	3281260	SAFEDEFLO
Registration Number:	3303254	MATCHWELL
Serial Number:	77144948	DIS-PRO
Registration Number:	3481558	CV-PRO
Registration Number:	3481559	TP-PRO
Registration Number:	3629692	TETRA CHEMICALS
Registration Number:	3689332	EOT
Registration Number:	3751433	M MARITECH
Registration Number:	3751434	MARITECH
Registration Number:	3788512	DEEPDESIGN
		TRADEMARK

900370418 REEL: 005829 FRAME: 0562

Property Type	Number	Word Mark	
Serial Number:	76467207	THE POWER OF BLUE	
Serial Number:	77581128	EPUMPER	
Registration Number:	3678838	D I V E 5 DEVELOP IMPLEMENT VERIFY ENHAN	
Registration Number:	3675569	DIVE 5	
Serial Number:	77586213	EPIC	
Registration Number:	3779998		
Serial Number:	77586084	SAFELY WORKING UNDER PRESSURE	
Serial Number:	77586122	SAFELY "WORKING UNDER PRESSURE"	
Registration Number:	3902873	WORKING SAFELY UNDER PRESSURE	
Serial Number:	77586154	WORKING UNDER PRESSURE	
Registration Number:	3704413	WILCO	
Serial Number:	77695048	WORKING AFELY UNDER PRESSURE	
Registration Number:	4011701	ADVANCECLEAN	
Serial Number:	74702910	SODEX	
Serial Number:	74507126	N-CAL	
Serial Number:	85398818	HI-CAL	
Registration Number:	1691059	EXPRESS	
Registration Number:	1679991	EXPRESS	
Registration Number:	1706080	WINTER THAW	
Registration Number:	4882137	PAES	
Registration Number:	4165814	STEEL WATERZ	

#### **CORRESPONDENCE DATA**

**Fax Number:** 7132233717

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

**Phone:** 7132261200

Email: rljackson@lockelord.com

Correspondent Name: LOCKE LORD LLP

Address Line 1: 600 TRAVIS
Address Line 2: SUITE 2800

Address Line 4: HOUSTON, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0013182-00137
NAME OF SUBMITTER:	Robert Jackson
SIGNATURE:	/Robert Jackson/
DATE SIGNED:	07/06/2016

**Total Attachments: 88** 

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#### SECURITY AGREEMENT

This Security Agreement (as amended, supplemented or restated from time to time, this "Agreement") dated as of July 1, 2016, is by and between the entities executing this Agreement as "Grantors" (together with any other entity that may become a party hereto as provided herein, each a "Grantor", and collectively, herein called "Grantors"), each of whose address is 24955 I-45 North, The Woodlands, Texas 77380 and whose taxpayer identification numbers and organizational numbers issued by their jurisdictions of organization are listed on Exhibit G hereto, and JPMORGAN CHASE BANK, N.A., whose address is 712 Main Street, Houston, Texas 77002, in its capacity as Collateral Agent (in such capacity, the "Secured Party") under that certain Collateral Agency Agreement (the "Collateral Agency Agreement") dated concurrently herewith executed by and among Secured Party, TETRA TECHNOLOGIES, INC., a Delaware corporation ("Parent"), Grantors, JPMorgan Chase Bank, N.A., as Administrative Agent under the Credit Agreement (hereinafter defined), and GSO TETRA HOLDINGS LP., as the sole current Purchaser under the Note Purchase Agreement (hereinafter defined).

#### Recitals

WHEREAS, pursuant to that certain Credit Agreement (as amended by instruments dated as of December 15, 2006, October 29, 2010, September 30, 2014 and July 1, 2016 and as the same may be further amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement") dated as of June 27, 2006 among Parent, certain lenders therein named (collectively, the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent"), the Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement (as the same may be amended, modified, extended, renewed or replaced from time to time, the "Note Purchase Agreement") dated as of July 1, 2016 between Parent and GSO Tetra Holdings L.P., as purchaser, GSO Tetra Holdings L.P. has agreed to purchase indebtedness of the Parent upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness (or continued effectiveness) of the Credit Agreement and the Note Purchase Agreement and the obligations of the Lenders and the purchasers under the Credit Agreement and the Note Purchase Agreement, respectively, that the Grantors shall have executed and delivered this Agreement to the Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

WHEREAS, Grantors will receive direct or indirect benefits from the execution of, and performance of obligations under, this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Secured Party agree as follows:

Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement. Terms used in this Agreement

which are defined in the UCC are used with the meanings as therein defined. All principles of construction set forth in <u>Article I</u> of the Credit Agreement are incorporated herein by reference for all purposes.

## **ARTICLE 1** Creation of Security Interest

In order to secure the prompt and unconditional payment of the Debt (as defined in Section 2.2), each Grantor hereby grants to Secured Party on behalf of the holders of the Debt a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party on behalf of the holders of the Debt all of Grantors' remedies, powers, privileges, rights, titles and interests (including all power of Grantors, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to all personal property of Grantors, including without limitation, all of Grantors' remedies, powers, privileges, rights, titles and interests (including all power of Grantors, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

#### Accounts

- (a) all accounts, receivables and accounts receivable regardless of form (including all choses or things in action, trade names, trademarks, patents, patents pending, infringement claims, service marks, licenses, copyrights, blueprints, drawings, plans, diagrams, schematics, computer programs, computer tapes, computer discs, reports, catalogs, customer lists, purchase orders, goodwill, route lists, monies due or recoverable from pension funds, tax refunds and all rights to any of the foregoing), book debts, contract rights and rights to payment no matter how evidenced (including those accounts listed on the Schedule or Schedules which may from time to time be attached hereto);
- (b) all chattel paper, notes, drafts, acceptances, payments under leases of equipment or sale of inventory, and other forms of obligations received by or belonging to any Grantor for goods sold or leased and/or services rendered by such Grantor;
- (c) purchase orders, instruments and other documents (including all documents of title) evidencing obligations to any Grantor, including those for or representing obligations for goods sold or leased and/or services rendered by such Grantor;
- (d) all monies due or to become due to any Grantor under all contracts, including those for the sale or lease of goods and/or performance of services by such Grantor no matter how evidenced and whether or not earned by performance;
- (e) all accounts, receivables, accounts receivable, contract rights, and general intangibles arising as a result of any Grantor's having paid accounts payable (or having had goods sold or leased to any Grantor or services performed for any Grantor giving rise to accounts payable) which accounts payable were paid for or were incurred by such Grantor on behalf of any third parties pursuant to an agreement or otherwise;

(f) all goods, the sale and delivery of which give rise to any of the foregoing, including any such goods which are returned to any Grantor for credit;

#### **Inventory**

all goods, merchandise, raw materials, work in process, finished goods, and other tangible personal property of whatever nature now owned by any Grantor or hereafter from time to time existing or acquired, wherever located and held for sale or lease, including those held for display or demonstration or out on lease or consignment, or furnished or to be furnished under contracts of service or used or usable or consumed or consumable in any Grantor's business or which are finished or unfinished goods and all accessions and appurtenances thereto, together with all warehouse receipts and other documents evidencing any of the same and all containers, packing, packaging, shipping and similar materials;

#### **Equipment and General Intangibles**

all general intangibles now owned by any Grantor or existing or hereafter acquired, created or arising (whether or not related to any of the other property described in this Article) and all goods, equipment, machinery, furnishings, fixtures, furniture, appliances, accessories, leasehold improvements, chattels and other articles of personal property of whatever nature (whether or not the same constitute fixtures) now owned by any Grantor or hereafter acquired, and all component parts thereof and all appurtenances thereto;

#### Patents, Trademarks and Copyrights

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof (each such office or agency being referred to herein as a "Trademark Office") and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items in this paragraph and listed on Exhibit A attached hereto being herein referred to as a "Trademark" and collectively called the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (b) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for such letters patent, including, without limitation, registrations, recordings and applications in a Trademark Office and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing being herein called a "Patent"), and any license related

- thereto (each herein called a "<u>Patent License</u>"; listed on <u>Exhibit A</u> attached hereto are all Patents and Patent Licenses of Grantors);
- (c) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Exhibit A attached hereto, and (i) all reissues, continuations, extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of any Grantor's business symbolized by the foregoing and connected therewith and (v) all of Grantors' rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (i)-(v) in this paragraph (c), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits;
- (d) any claim for past, present or future infringement or dilution of any Trademark, Patent, Patent License or Copyright (including licensed royalties), or for injury to the goodwill associated with any Trademark;

#### Stock

- (a) all of the investment securities listed on <u>Exhibit B</u>, hereto attached and hereby made a part hereof;
- (b) all dividends (cash or otherwise), rights to receive dividends, stock dividends, dividends paid in stock, distributions upon redemption or liquidation, distributions as a result of split-ups, recapitalizations or rearrangements, stock rights, rights to subscribe, voting rights, rights to receive securities, and all new securities and other investment property and other property which any Grantor may hereafter become entitled to receive on account of the foregoing;

#### Partnership and Limited Liability Company Interests

- (a) The partnerships and limited liability companies (the "Non-Corporate Entities") created under and by virtue of the organizational documents (collectively, the "Non-Corporate Entity Agreements") described on Exhibit B hereto;
- (b) all instruments, documents, chattel papers, accounts, general intangibles, profits, income, surplus, money, credits, claims, demands and other property (real or personal) and revenues of any kind or character now or hereafter relating to, accruing or arising under or in respect of the Non-Corporate Entity Agreements and all property, real or personal, now or hereafter owned by the Non-Corporate Entities or paid, payable or otherwise distributed or distributable or transferred or transferable to any Grantor under, in connection with or otherwise in respect of

any of such property or the Non-Corporate Entity Agreements (whether by reason of any Grantor's ownership interest, loans by any Grantor or otherwise);

#### Commercial Tort Claims, Deposit Accounts, Negotiable Collateral, Supporting Obligations and Money

- (a) All of Grantors' right, title and interest with respect to any "commercial tort claims" as that term is defined in the UCC including, without limitation, the commercial tort claims listed on <a href="Exhibit C">Exhibit C</a> ("Commercial Tort Claims");
- (b) All of Grantors' right, title, and interest with respect to any "deposit account" as that term is defined in the UCC and the investments and earnings therein and documents evidencing the same, including, without limitation, any checking or other demand deposit account, time, savings, passbook or similar account maintained with a bank including, without limitation, the deposit accounts set forth on <a href="Exhibit C">Exhibit C</a> ("Deposit Accounts");
- (c) All of Grantors' right, title and interest with respect to letters of credit, letter-of-credit rights, instruments, promissory notes, drafts, and documents (including any bills of lading, dock warrants, dock receipts, warehouse receipts or orders for delivery of goods and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of such document and the goods it covers), as such terms may be defined in the UCC, and any and all supporting obligations in respect thereof ("Negotiable Collateral");
- (d) All of Grantors' right, title, and interest with respect to any "supporting obligations" as such term is defined in the UCC, including letters of credit and guaranties issued in support of accounts, chattel paper, documents, general intangibles, instruments, or investment property (the "Supporting Obligations");
- (e) All of Grantors' money, cash, cash equivalents or other assets of any Grantor that now or hereafter come into the possession, custody, or control of Secured Party or any Lender or any Purchaser;

all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables, instruments, notes, chattel paper, documents (including all documents of title), other Negotiable Collateral, Supporting Obligations, cash, books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of any Grantor or Secured Party in respect of the foregoing). Without limiting any of the foregoing, the security interest herein granted shall cover all of the rights, titles and interests of Grantors in and to all goods (including inventory, equipment and any accessions to this Agreement), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other

contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles). All of the properties and interests described in this Article (specifically excluding the Excluded Assets) are herein collectively called the "Collateral", it being understood that, notwithstanding any other provision set forth in this Agreement, this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset. The inclusion of proceeds does not authorize any Grantor to sell, dispose of or otherwise use the Collateral in any manner not authorized herein.

#### ARTICLE 2 Secured Indebtedness

- 2.1 This Agreement is made to secure all of the following present and future debt and obligations:
  - (a) All debt now and hereafter evidenced by the Notes.
- (b) All debt now and hereafter evidenced by the Notes (as defined in the Note Purchase Agreement).
- (c) All obligations and Indebtedness of any Grantor now or hereafter created or incurred under, or in connection with the Credit Agreement and the Note Purchase Agreement.
- (d) All other obligations, if any, undertaken by any Grantor in any other place in this Agreement.
- (e) Any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party or any holder of the Debt may advance or which any Grantor may owe Secured Party or any holder of the Debt pursuant to this Agreement on account of such Grantor's failure to keep, observe or perform any of the covenants of such Grantor under this Agreement.
- (f) (i) All present and future debts and obligations under or pursuant to any Loan Documents now or in the future governing, evidencing, guaranteeing or securing or otherwise relating to payment of all or any part of the debt evidenced by the Notes, including the LC Exposure, (ii) all obligations of Grantors or any other Loan Party now or hereafter owing to any Lender or any Affiliate of a Lender under a Swap Agreement or under an agreement governing Banking Services (hereinafter defined) and (iii) all supplements, amendments, restatements, renewals, extensions, rearrangements, increases, expansions or replacements of them.
- (g) (i) All present and future debts and obligations under or pursuant to any Note Documents (as defined in the Note Purchase Agreement) now or in the future governing, evidencing, guaranteeing or securing or otherwise relating to payment of all or any part of the debt evidenced by the Notes (as defined in the Note Purchase Agreement) and (ii) all supplements, amendments, restatements, renewals, extensions, rearrangements, increases, expansions or replacements of them.

- 2.2 The term "Debt" means and includes all of the Indebtedness and other obligations described or referred to in Section 2.1. The Debt includes interest and other obligations accruing or arising after (a) commencement of any case under any bankruptcy or similar laws by or against any Grantor or any other Person now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (each Grantor and each such other Person being herein called individually an "Obligor" and collectively, "Obligors") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other reasonable expenses incurred by Secured Party in enforcing any of the Loan Documents or Note Documents. The term "Banking Services" means each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates: (a) commercial credit cards, (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).
- 2.3 Notwithstanding the foregoing, the right of recovery against each Grantor under this Agreement (other than the Non-Recourse Grantors (as defined in Section 8.28 hereof, whose liability hereunder is limited as set forth in such section) is limited to the extent it is judicially determined with respect to any such Grantor that entering this Agreement would violate Section 548 of the United States Bankruptcy Code or any comparable provisions of any state law, in which case such Grantor shall be liable under this Agreement only for amounts aggregating up to the largest amount that would not render such Grantor's obligations hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any state law.

## **ARTICLE 3 Representations and Warranties**

Each Grantor represents and warrants as follows:

- (a) Grantors are the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any Lien except only for the Liens granted hereby and the Permitted Encumbrances (such warranty to supersede any provision contained in this Agreement limiting the liability of any Grantor). Except for matters which have previously been released, there are no financing statements directly or indirectly affecting the Collateral or any part of it now on file in any public office except as Secured Party may otherwise consent in writing.
- (b) All leased and owned locations of Grantors are located at the addresses set forth on Exhibit D attached hereto; and in this regard, Grantors' locations means all places of business of Grantors. All books and records of any applicable Grantor with regard to the Collateral are maintained and kept at locations identified on Exhibit D. Other than Collateral in use or repair in the ordinary course of business, all Collateral other than inventory in transit is located at the places specified on Exhibit D. Upon request from the Secured Party, Grantors will provide a list of the current locations of all Collateral.
- (c) Except as set forth on Exhibit E hereto, no part of the Collateral is covered by a certificate of title or subject to any certificate of title law. No part of the Collateral consists or

will consist of consumer goods, farm products, timber and the like or accounts resulting from the sale thereof.

- (d) No Grantor has changed its name, whether by amendment of its organizational documents or otherwise, or the jurisdiction under whose laws such Grantor is organized within the last five (5) years. Exhibit F attached hereto lists all tradenames, fictitious names and other names used by any Grantor in the last five (5) years.
- (e) Grantors' correct taxpayer identification numbers and organizational identification numbers, if any, issued by their jurisdictions of organization are listed on <u>Exhibit G</u> hereto.
- (f) The Collateral described in <u>Article 1</u> under the heading "Stock" (the "<u>Stock Collateral</u>") is free from any restriction relating to the granting of Liens, duly and validly authorized and issued, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with applicable U.S. law, subject to the post-closing requirements in Section 3 of that certain Agreement and Fourth Amendment to Credit Agreement dated as of the date hereof, by and among Parent, the Administrative Agent and the Lenders.
- (g) Exhibit C attached hereto sets forth all Commercial Tort Claims of Grantors for which claims have been filed, indicating the case caption for each claim, the court or other judicial forum where such claim is being litigated and the remedies sought in such claim and all other relevant information necessary or required to create a Lien on such claim in favor of Secured Party.
- (h) The value of the consideration received and to be received by each Grantor is reasonably worth at least as much as the liability and obligation of such Grantor incurred or arising under this Agreement and all related papers and arrangements. Each Grantor's board of directors, general partners or other governors have determined that such liability and obligation may reasonably be expected to substantially benefit such Grantor directly or indirectly. Each Grantor has had full and complete access to the underlying papers relating to the Debt and all other papers executed by Parent, any Obligor or any other person or entity in connection with the Debt, has reviewed them and is fully aware of the meaning and effect of their contents. Each Grantor is fully informed of all circumstances which bear upon the risks of executing this Agreement and which a diligent inquiry would reveal. Each Grantor has adequate means to obtain from the Parent on a continuing basis information concerning Parent's financial condition, and is not depending on Secured Party or any holder of the Debt to provide such information, now or in the future. Each Grantor agrees that neither Secured Party nor any holder of the Debt shall have any obligation to advise or notify any Grantor or to provide any Grantor with any data or information.

## **ARTICLE 4 Covenants**

- 4.1 Each Grantor covenants and agrees with Secured Party as follows:
- (a) Each Grantor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party or any Creditor to assure the transferability of any

Collateral in accordance with this Agreement when and as often as may be reasonably requested by Secured Party or such Creditor.

- (b) If (i) the validity or priority of this Agreement or of any material rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or (ii) if any legal proceedings are instituted with respect thereto, Grantors will give prompt written notice thereof to Secured Party and at Grantors' own cost and expense will diligently endeavor to cure any material defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings; and if an Event of Default has or would result, Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the material rights, titles, security interests and other interests created or evidenced hereby, and all reasonable and customary expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 4.2 of this Agreement.
- (c) Each Grantor will, on request of Secured Party or any Creditor, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record or file such further instruments (including further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the Liens hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically any renewals, additions, substitutions, replacements or appurtenances to the then Collateral; and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party or any Creditor to protect the security interest hereunder against the rights or interests of third persons, and Grantors will pay all reasonable and customary costs connected with any of the foregoing.
- (d) Notwithstanding the security interest in proceeds granted herein, no Grantor will, except as otherwise expressly permitted herein or in both the Credit Agreement and the Note Purchase Agreement, sell, lease, exchange, lend, rent, assign, license, transfer or otherwise dispose of, or pledge, hypothecate or grant any Lien in, or permit to exist any Lien against, all or any part of the Collateral or any interest therein or permit any of the foregoing to occur or arise or permit title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party. Except as provided by both the Credit Agreement and the Note Purchase Agreement or as otherwise permitted herein, no Grantor shall, without the prior written consent of Secured Party, (i) acquire any such Collateral under any arrangement whereby the seller or any other Person retains or acquires any Lien in such Collateral or (ii) return or give possession of any such Collateral to any supplier or any other Person.
- (e) Grantors shall at all times keep accurate and complete records of the Collateral and its proceeds. Grantors shall, where applicable, at Grantors' own expense take all reasonable

and appropriate steps to enforce the collection of the Collateral and items representing proceeds thereof.

- (f) No Grantor will change its organizational identification number, taxpayer identification number, jurisdiction of organization, address, location, name, identity or, if applicable, structure unless such Grantor shall have (i) notified Secured Party of such change in writing at least thirty (30) days before the effective date of such change and (ii) taken such action, reasonably satisfactory to Secured Party, to have caused the Lien of Secured Party on behalf of the holders of the Debt in the Collateral to be at all times perfected and in full force and effect in the manner.
- (g) Grantors shall at all times keep accurate books and records reflecting all facts concerning the Collateral including those pertaining to the warranties, representations and agreements of Grantors under this Agreement. Upon reasonable request by Secured Party, Grantors will take reasonable steps to make written designation on the books and records of Grantors to reflect thereon the assignment to Secured Party of the Collateral covered by this Agreement; provided, however, that the failure of any Grantor to make such a written designation shall not affect the rights of Secured Party to any of the Collateral.
- (h) If the Collateral is evidenced by promissory notes, trade acceptances or other instruments for the payment of money or other Negotiable Collateral, Grantors will, at the request of Secured Party, immediately deliver any of the foregoing to Secured Party, appropriately endorsed to Secured Party's order and regardless of the form of endorsement, each Grantor waives presentment, demand, notice of dishonor, protest and notice of protest. Prior to such delivery, such Collateral shall be held by Grantors in trust for the benefit of Secured Party and the holders of the Debt and subject to the Liens granted herein.
- (i) No Grantor will use, or allow the use of, the Collateral in any manner which constitutes a public or private nuisance or which makes void, voidable or cancelable any insurance then in force with respect thereto. No Grantor will do or suffer to be done any act outside its ordinary course of business whereby the value of any part of the Collateral may be lessened in any material respect.
- (j) Grantors agree to provide, maintain and keep in force casualty, liability and other insurance for that portion of the Collateral which is tangible personal property to the extent required by the Credit Agreement and the Note Purchase Agreement. Each Grantor hereby assigns to Secured Party on behalf of the holders of the Debt the exclusive right (exercisable at any time after the occurrence and during the continuation of an Event of Default) to collect any and all monies that may become payable under any insurance policies covering any part of the Collateral, or any risk to or about the Collateral. To the extent such policies are transferable, and subject to the consent and requirements of the applicable insurance companies or policies, foreclosure of this Agreement shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Collateral and all claims thereunder arising from post-foreclosure events. To the extent such policies are transferable, and subject to the consent and requirements of the applicable insurance companies or policies, the successful bidder or bidders for any Collateral at any foreclosure, as their respective interests may appear, shall automatically accede to all of Grantors' rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or

not the bill of sale to any such successful bidder mentions insurance. Unless Secured Party or Secured Party's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Secured Party, shall have no interest in such proceeds and Secured Party shall apply them, if and when collected, to the Debt in such order and manner as Secured Party shall then elect and remit any remaining balance to Grantors or to such other Person as is legally entitled to them), all proceeds of all such insurance which are not so reserved by Secured Party at the foreclosure sale and are not actually received by Secured Party until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and no Grantor shall have any interest in them and shall receive no credit for them. Neither Secured Party nor any holder of the Debt shall have any duty to any Grantor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance. If Secured Party or any holder of the Debt elects at any time or for any reason to purchase insurance relating to the Collateral, it shall have no obligation to cause any Grantor or anyone else to be named as an insured, to cause any Grantor's or anyone else's interests to be insured or protected or to inform any Grantor or anyone else that his or its interests are uninsured or underinsured.

- (k) The Collateral is and shall remain in Grantors' possession or control at all times at Grantors' risk of loss at Grantors' locations as described in writing to Secured Party, where Secured Party may inspect it at any time, except for (i) its temporary removal in connection with its ordinary use, (ii) any removal to which Secured Party consents in writing in advance and (iii) dispositions permitted hereby or by both the Credit Agreement and the Note Purchase Agreement.
- (l) Save as otherwise provided under the Credit Agreement or the Note Purchase Agreement, until the occurrence of an Event of Default which has not been cured or waived, Grantors may use the Collateral described in <a href="Article 1">Article 1</a> under the caption "Inventory" in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon and may also sell or lease such Collateral in the ordinary course of business. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt. Until the occurrence of an Event of Default which has not been cured or waived, Grantors may also use and consume any raw materials or supplies, the use and consumption of which are necessary to carry on the businesses of Grantors.
- (m) Except as disclosed to Secured Party in writing, none of the Collateral described in Article 1 under the caption "Equipment" is or shall be wholly or partly affixed to real estate or other goods so as to become fixtures on such real estate or accessions to such other goods. To the extent any of such Collateral is or shall be wholly or partly affixed to real estate or other goods so as to become fixtures on such real estate or accessions to such other goods, Grantors have supplied to Secured Party a description of the real estate or other goods to which such Collateral is or shall be wholly or partly affixed. Said real estate is not subject to any lien or mortgage except as disclosed to Secured Party in writing. Grantors will, on demand by Secured Party, furnish or cause to be furnished to Secured Party a disclaimer or disclaimers, signed by all persons having an interest in the applicable real estate or other goods to which such Collateral is or shall be wholly or partly affixed, of any interest in such Collateral which is before Secured Party's interest.

- (n) In the event any Grantor receives any new securities or other investment property or other property on account of any of the Stock Collateral, such Grantor will immediately deliver the same to Secured Party to be held by Secured Party subject to the terms and provisions of this Agreement.
- (o) Such Grantor agrees to cause each of its Subsidiaries that is required to become a party to this Agreement pursuant to Article VII(p) of the Credit Agreement or Section 9.6 of the Note Purchase Agreement to become a Grantor for all purposes of this Agreement by executing and delivering an Assumption Agreement substantially in the form of <u>Annex 1</u> hereto.
- 4.2 If any Grantor fails to comply with any of its agreements, covenants or obligations under this Agreement or any other Loan Document or Note Document and such failure continues for 10 days after Secured Party has given such Grantor written notice thereof, Secured Party (in such Grantor's name or in Secured Party's own name as agent for the Creditors) may perform them or cause them to be performed for the account and at the expense of such Grantor, but shall have no obligation to perform any of them or cause them to be performed. Any and all reasonable and customary, out-of-pocket expenses thus incurred or paid by Secured Party shall be the Grantors' obligations to Secured Party due and payable on demand, or if no demand is sooner made, then they shall be due on or before four (4) years after the respective dates on which they were incurred, and each shall bear interest from the date Secured Party pays it until the date Grantors repay it to Secured Party, at the greater of (a) the rate provided in the Credit Agreement and (b) the rate provided in the Note Purchase Agreement, in each case, for interest on past due payments (the "Default Rate"). Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the Person receiving such payment. Any amounts owing by any Grantor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt. The amount and nature of any such expense and the time when it was paid shall be fully established by the affidavit of Secured Party or any of Secured Party's officers or agents. The exercise of the privileges granted to Secured Party in this Section shall in no event be considered or constitute a cure of the Default or a waiver of Secured Party's right at any time after an Event of Default to declare the Debt to be at once due and payable, but is cumulative of such right and of all other rights given by this Agreement, the Credit Agreement, the Note Purchase Agreement, the Notes, the Notes (as defined in the Note Purchase Agreement) and the other Loan Documents and Note Documents and of all rights given Secured Party by law.
- 4.3 Each Grantor, at its own expense, will perform all acts and execute all documents, including, without limitation, documents or instruments suitable for filing with any Trademark Office or the United States Copyright Office (the "Copyright Office"), as applicable, at any time to evidence, perfect, maintain, record and enforce the Secured Party's interest in the Collateral described in Article 1 under the heading "Patents; Trademarks and Copyrights" (collectively, the "Intellectual Property Collateral"), or to prosecute any Trademark application, or Copyright application, as applicable, or to preserve, extend, reissue, continue or renew any such Collateral (unless not doing so would be commercially reasonable and would not have a material adverse effect on such Grantor or its ability to perform its obligations under the Loan Documents or the Note Documents), or otherwise in furtherance of the provisions of this Agreement.

- 4.4 In no event shall any Grantor, either itself or through any agent, employee, license or designee, file an application for the registration of any trademark, tradename, service mark, or patent or Copyright, with any Trademark Office or the Copyright Office, as applicable, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof in which such intellectual property is typically placed of record unless it promptly thereafter informs the Secured Party, and, upon Secured Party's or any Creditor's request, executes and delivers any and all agreements, instruments, documents and papers as Secured Party may request to grant to Secured Party a security interest in such trademark, service mark, tradename or patent or Copyright, as applicable, and in any general intangibles related to or arising in connection with the same, including any underlying technology, inventions and trade secrets of the applicable Grantor relating thereto or represented thereby.
- 4.5 Each Qualified ECP Loan Party hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under any Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section or otherwise under any applicable Loan Document voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Each Qualified ECP Loan Party intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

# ARTICLE 5 Assignment of Payments; Certain Powers of Secured Party; Voting Rights

- 5.1 During the continuation of an Event of Default, each Grantor hereby authorizes and directs each account debtor and each other Person (a "Collateral Obligor") obligated to make payment in respect of any of the Collateral to pay over to Secured Party or its designee, upon demand by Secured Party, all or any part of the Collateral without making any inquiries as to the status or balance of the Debt and without any notice to or further consent of any Grantor. Grantors hereby agree to indemnify each Collateral Obligor and hold each Collateral Obligor harmless from all expenses and losses which it may incur or suffer as a result of any payment it makes to Secured Party pursuant to this paragraph. To facilitate the rights of Secured Party hereunder, each Grantor hereby authorizes Secured Party and its designees, during the continuation of an Event of Default:
- (a) to notify Collateral Obligors of Secured Party's security interest in the Collateral and to collect all or any part of the Collateral without further notice to or further consent by any Grantor; and each Grantor hereby constitutes and appoints Secured Party the true and lawful attorney of such Grantor (such agency being coupled with an interest), irrevocably, with power of substitution, in the name of such Grantor or in its own name or otherwise, to take any of the actions described in the following clauses (b), (c), (d), (e), (f) and (g);

- (b) to ask, demand, collect, receive, give receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Collateral and to settle and/or adjust all disputes and/or claims directly with any Collateral Obligor and to compromise, extend the time for payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, on such terms and conditions as Secured Party may determine (without thereby incurring responsibility to or discharging or otherwise affecting the liability of any Grantor to Secured Party or any Creditor under this Agreement or otherwise);
- (c) to direct delivery of, receive, open and dispose of all mail addressed to any Grantor and to execute, sign, endorse, transfer and deliver (in the name of such Grantor or in its own name or otherwise) any and all receipts or other orders for the payment of money drawn on the Collateral and all notes, acceptances, commercial paper, drafts, checks, money orders and other instruments given in payment or in partial payment thereof and all invoices, freight and express bills and bills of lading, storage receipts, warehouse receipts, other Negotiable Collateral and other instruments and documents in respect of any of the Collateral and any other documents necessary to evidence, perfect and realize upon the Liens created pursuant to this Agreement;
- (d) in its discretion to file any claim or take any other action or proceeding which Secured Party may reasonably deem necessary or appropriate to protect and preserve the rights, titles and interests of Secured Party hereunder;
- (e) to file financing statements, and to sign the name of any Grantor to drafts against any Collateral Obligor, assignments or verifications of any of the Collateral and notices to any Collateral Obligor;
- (f) to station one or more representatives of Secured Party on any Grantor's premises for the purpose of exercising any rights, benefits or privileges available to Secured Party hereunder or under any of the Loan Documents or Note Documents or at law or in equity, including receiving collections and taking possession of books and records relating to the Collateral; and
- (g) to cause title to any or all of the Collateral to be transferred into the name of Secured Party or any nominee or nominees of Secured Party.
- 5.2 Unless and until an Event of Default, as hereinafter defined, shall have occurred and be continuing, (i) Grantors shall be entitled to exercise all voting and consensual powers and rights pertaining to the Stock Collateral or any part thereof for all purposes not inconsistent with the terms of this Agreement and (ii) except as herein provided, Grantors shall be entitled to receive and retain all dividends on the Stock Collateral or any part thereof. During the continuation of an Event of Default, Secured Party shall have the right to the extent permitted by applicable law (but shall not be obligated to exercise such right), and each Grantor shall take all such action as may be reasonably necessary or appropriate to give effect to such right, to vote and give consents, ratifications and waivers, and take any other action with respect to any or all of the Stock Collateral with the same force and effect as if Secured Party were the owner thereof. All dividends in stock or property representing stock, and all subscription warrants or any other rights or options issued in connection with the Stock Collateral, and all liquidating dividends or distributions or return of capital upon or in respect of the Stock Collateral or any part thereof, or resulting from any split, revision or reclassification of the Stock Collateral or any part thereof or

received in exchange for the Stock Collateral or any part thereof as a result of a merger, consolidation or otherwise, shall be paid or transferred directly to Secured Party, or if paid to or received by any Grantor, shall, immediately upon receipt thereof, be paid over, transferred and delivered to Secured Party and shall be Stock Collateral pledged under and subject to the terms of this Agreement.

5.3 The powers conferred on Secured Party pursuant to this Article are conferred solely to protect Secured Party's interest in the Collateral and shall not impose any duty or obligation on Secured Party or any holder of the Debt to perform any of the powers herein conferred. No exercise of any of the rights provided for in this Article shall constitute a retention of Collateral in satisfaction of the indebtedness as provided for in the UCC.

### ARTICLE 6 Events of Default

An Event of Default under the Credit Agreement or the Note Purchase Agreement shall constitute an Event of Default under this Agreement ("Event of Default").

## **ARTICLE 7 Remedies in Event of Default**

- 7.1 During the continuation of an Event of Default:
- (a) [Intentionally Left Blank]
- Secured Party is authorized, in any legal manner and without breach of the peace, to take possession of the Collateral (each Grantor hereby WAIVING all claims for damages arising from or connected with any such taking, except as may be caused by the gross negligence, bad faith or willful misconduct of Secured Party) and of all books, records and accounts relating thereto and to exercise, without interference from any Grantor, any and all rights which each Grantor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to sell or rent the same for the account of any applicable Grantor and to deduct from such sale proceeds or such rents all costs, expenses and liabilities of every character incurred by Secured Party in collecting such sale proceeds or such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such sales proceeds or such rents on the Debt. Before any sale, Secured Party may, at its option, complete the processing of any of the Collateral and/or repair or recondition the same to such extent as Secured Party may deem advisable. Secured Party may take possession of any Grantor's premises to complete such processing, repairing and/or reconditioning, using the facilities and other property of any Grantor to do so, to store any Collateral and to conduct any sale as provided for herein, all without compensation to any Grantor. All costs, expenses, and liabilities incurred by Secured Party in collecting such sales proceeds or such rents, or in managing, operating, maintaining, protecting or preserving such properties, or in processing, repairing and/or reconditioning the Collateral if not paid out of such sales proceeds or such rents as hereinabove provided, shall constitute a demand obligation owing by Grantors and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Debt. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess any Grantor, including

specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to this paragraph, neither Secured Party nor any holder of the Debt shall be liable for any loss sustained by any Grantor resulting from any failure to sell or let the Collateral, or any part thereof, or from any other act or omission of Secured Party or any holder of the Debt with respect to the Collateral unless such loss is caused by the gross negligence, willful misconduct or bad faith of Secured Party or any holder of the Debt, nor shall Secured Party be obligated to perform or discharge any obligation, duty, or liability under any sale or lease agreement covering the Collateral or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder.

Secured Party may, without notice except as hereinafter provided, sell the (c) Collateral or any part thereof at public or private sale or at any broker's board or on any securities exchange (with or without appraisal or having the Collateral at the place of sale) for cash and at such price or prices as Secured Party may deem best, and Secured Party or any Creditor may be the purchaser of any and all of the Collateral so sold and Secured Party may apply upon the purchase price therefor any of the Debt and thereafter hold the same absolutely free from any right or claim of whatsoever kind. Secured Party is authorized at any such sale, if Secured Party deems it advisable or is required by applicable law so to do, (i) to restrict the prospective bidders on or purchasers of any of the Stock Collateral to a limited number of sophisticated investors who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of any of the Stock Collateral, (ii) to cause to be placed on certificates for any or all of the Stock Collateral a legend to the effect that such security has not been registered under the Securities Act of 1933 and may not be disposed of in violation of the provisions of said Act, and (iii) to impose such other limitations or conditions in connection with any such sale as Secured Party deems necessary or advisable in order to comply with said Act or any other applicable law. In any such public or private sale, each holder of the Debt if bidding for its own account or for its own account and the accounts of other holders of the Debt is prohibited from including in the amount of its bid an amount to be applied as a credit against that portion of the Debt owing to it or the portion of the Debt owing to the other holders of the Debt; instead, such holder of the Debt must bid in cash only. However, in any such public or private sale, Secured Party may (but shall not be obligated to) submit a bid for all holders of the Debt (including itself) in the form of a credit against the Debt owed to all of the holders of the Debt, and Secured Party or its designee may (but shall not be obligated to) accept title to property purchased at such public or private sale for and on behalf of all holders of the Debt. Each Grantor covenants and agrees that it will execute and deliver such documents and take such other action as Secured Party reasonably deems necessary or advisable in order that any such sale may be made in compliance with applicable law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption, stay or appraisal which any Grantor has or may have under any rule of law or statute now existing or hereafter adopted. Secured Party shall give Grantors written notice at the address set forth herein (which shall satisfy any requirement of notice or reasonable notice in any applicable statute) of Secured Party's intention to make any such public or private sale. Such notice shall be personally delivered or mailed, postage prepaid, at least ten (10) calendar days before the date fixed for a public sale, or at least ten (10) calendar days before the date after which the private sale or other disposition is to be made, unless the Collateral is of a type

customarily sold on a recognized market, is perishable or threatens to decline speedily in value. Such notice, in case of public sale, shall state the time and place fixed for such sale or, in case of private sale or other disposition other than a public sale, the time after which the private sale or other such disposition is to be made. In case of sale at broker's board or on a securities exchange, such notice shall state the board or exchange at which such sale is to be made and the day on which the Collateral or that portion thereof so being sold will first be offered for sale at such board or exchange. Any public sale shall be held at such time or times, within the ordinary business hours and at such place or places, as Secured Party may fix in the notice of such sale. At any sale the Collateral may be sold in one lot as an entirety or in separate parcels as Secured Party may determine. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. Each and every method of disposition described in this Section shall constitute disposition in a commercially reasonable manner. Each Obligor, to the extent applicable, shall remain liable for any deficiency.

- (d) Secured Party shall have all the rights of a secured party after default under the UCC and in conjunction with, in addition to or in substitution for those rights and remedies:
  - (i) Secured Party may require Grantors to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral; and
  - (ii) it shall not be necessary that Secured Party or any holder of the Debt take possession of the Collateral or any part thereof before the time that any sale pursuant to the provisions of this Article is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and
  - (iii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable and customary, out-of-pocket expenses of retaking, holding, preparing for sale or lease, selling, leasing, licensing, sublicensing and the like and the reasonable and customary out-of-pocket attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
  - (iv) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the Liens created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and
  - (v) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

- (vi) any and all statements of fact made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder shall be taken as rebuttable evidence of the truth of the facts so stated; and
- (vii) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
- (viii) demand of performance, advertisement and presence of property at sale are hereby WAIVED and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. Except as provided herein or in any other Loan Document or Note Document, all demands and presentments of any kind or nature are expressly WAIVED by each Grantor. Each Grantor WAIVES the right to require Secured Party or any holder of the Debt to pursue any other remedy for the benefit of any Grantor and agrees that Secured Party or any holder of the Debt may proceed against any Obligor for the amount of the Debt owed to Secured Party or any holder of the Debt without taking any action against any other Obligor or any other Person and without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.
- (e) Secured Party may, at any time and from time to time, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine.
- (f) Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce and shall have the exclusive right to enforce against any licensor, licensee or sublicensee all rights and remedies of any Grantor in, to and under any one or more licenses or other agreements with respect to any Intellectual Property Collateral and take or refrain from taking any action under any thereof.
- (g) Without limiting any other provision of this Agreement, each Grantor expressly agrees that Secured Party, without demand, presentment or protest to or upon any Grantor or any other Person, may at any time collect, receive, appropriate and realize upon any Intellectual Property Collateral or may at any time in a commercially reasonable manner, sell, lease, assign, license, sublicense, give an option or options to purchase or otherwise dispose of and deliver any Intellectual Property Collateral (or contract to do so) in one or more parcels, at one or more public or private sales or other dispositions, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or other consideration or on credit (provided that such credit is secured by the property so disposed of), or for future delivery without assumption of any credit risk, with the right to Secured Party or any holder of the Debt, to the extent permitted by applicable law, upon any such sale or sales, public or private, to purchase any or all Intellectual Property Collateral so sold or conveyed.

- (h) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property Collateral pursuant to this <u>Article 7</u>, Secured Party may, at any time, execute and deliver on behalf of any Grantor one or more instruments of assignment of any or all Intellectual Property Collateral, in form suitable for filing, recording or registration in any Trademark Office or the Copyright Office, as applicable. Each Grantor agrees to pay when due all reasonable costs incurred in any such transfer and registration of the Intellectual Property Collateral, including any taxes, fees and reasonable attorneys' fees.
- (i) In the event of any sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property Collateral pursuant to this <u>Article 7</u>, Grantors shall supply to Secured Party or its designee its know-how and expertise relating to the manufacture and sale of the products relating to any Intellectual Property Collateral, as applicable, subject to such disposition, and its customer lists and other records relating to such Intellectual Property Collateral, as applicable, and to the distribution of said products.
- 7.2 All remedies expressly provided for in this Agreement are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party or any holder of the Debt, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.
- 7.3 Secured Party or any Creditor may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party or such Creditor, as the case may be, in its sole discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.
- 7.4 To the full extent Grantors may do so, each Grantor agrees that no Grantor will at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any stay, extension or redemption; and each Grantor, for itself and for any and all Persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of any Grantor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

## **ARTICLE 8 Additional Agreements**

8.1 Subject to the automatic reinstatement provisions of Section 8.20 below, upon full satisfaction of the Debt under the Loan Documents and the Note Documents and final termination of each Lender's obligations (if any) to make any further advances under the Credit Agreement, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Grantors such security interest shall be released by Secured Party in due form and at Grantors' cost.

- Secured Party or any Creditor may waive any default without waiving any other prior or subsequent default. Secured Party or any Creditor may remedy any default without waiving the default remedied. The failure by Secured Party or any holder of the Debt to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party or any holder of the Debt of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party (and, if required by Section 9.02 of the Credit Agreement, Section 17 of the Note Purchase Agreement or by the Collateral Agency Agreement, the Creditors or any subset of the Creditors), and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on any Grantor in any case shall of itself entitle any Grantor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party or any holder of the Debt of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not constitute a waiver of a default hereunder.
- 8.3 Subject to Section 9.02 of the Credit Agreement and Section 17 of the Note Purchase Agreement and subject to the Collateral Agency Agreement, Secured Party may at any time and from time to time in writing (a) waive compliance by any Grantor with any covenant herein made by such Grantor to the extent and in the manner specified in such writing; (b) consent to any Grantor's doing any act which hereunder such Grantor is prohibited from doing, or consent to any Grantor's failing to do any act which hereunder such Grantor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Collateral, or any interest therein, from the security interest of this Agreement; or (d) release any Person liable, either directly or indirectly, for the Debt or for any covenant herein or in any other instrument now or hereafter securing the payment of the Debt, without impairing or releasing the liability of any other Person. No such act shall in any way impair the rights of Secured Party or any holder of the Debt hereunder except to the extent specifically agreed to by Secured Party or such holder of the Debt in such writing.
- 8.4 A carbon, photographic or other reproduction of this Agreement or of any financing statement relating to this Agreement shall be sufficient as a financing statement.
- 8.5 Each Grantor will cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably request and will pay all such recording, filing, re-recording, and refiling taxes, fees and other charges. Without limiting the foregoing, Secured Party is hereby authorized to file financing statements and continuation statements relating hereto in any such office, in any such form and with any such collateral description as reasonably determined by Secured Party, including without limitation financing statements covering "all assets or all personal property" of any Grantor or words of similar import (provided, that the authorization to use the "all assets or all personal property" super-generic collateral description shall not apply to any financing statement filed against CSI COMPRESSCO GP INC., a Delaware corporation, and

CSI COMPRESSCO INVESTMENT LLC, a Delaware limited liability company, and such financing statements shall be limited so as to not include any Excluded Assets).

- 8.6 In the event the ownership of the Collateral or any part thereof becomes vested in a Person other than a Grantor, Secured Party and each holder of the Debt may, without notice to any Grantor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Grantors, without in any way vitiating or discharging any Grantor's liability hereunder or upon the Debt. No forbearance on the part of Secured Party or any holder of the Debt and no extension of the time for the payment of the Debt given by Secured Party or any holder of the Debt shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of any Grantor hereunder for the payment of the Debt or the liability of any other Obligor for the payment of the Debt, except as agreed to in writing by Secured Party.
- 8.7 Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.
- 8.8 To the extent that proceeds of the Debt are used to pay indebtedness secured by any outstanding Lien against the Collateral, such proceeds have been advanced by Creditors at Grantors' request, and Secured Party, on behalf of the holders of the Debt, shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Lien.
- 8.9 If any part of the Debt cannot be lawfully secured by this Agreement, or if the Liens of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.
- 8.10 Subject to the terms of the Collateral Agency Agreement, Secured Party may assign this Agreement so that the assignee shall be entitled to the rights and remedies of Secured Party hereunder.
- 8.11 Subject to Section 9.02 of the Credit Agreement and Section 17 of the Note Purchase Agreement and subject to the Collateral Agency Agreement, this Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Grantors and Secured Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.
- 8.12 Any notice, request or other communication required or permitted to be given hereunder shall be given as provided in the Credit Agreement and the Note Purchase Agreement, as applicable.
- 8.13 This Agreement shall be binding upon Grantors, and the trustees, receivers, successors and assigns of Grantors, including all successors in interest of any Grantor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.
- 8.14 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions

of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

- Secured Party and each holder of the Debt shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Grantors request in writing, but failure of Secured Party or any holder of the Debt to comply with such request shall not of itself be deemed a failure to have exercised reasonable care, and no failure of Secured Party or any holder of the Debt to take any action so requested by Grantors shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral. Neither Secured Party nor any holder of the Debt shall be responsible in any way for any depreciation in the value of the Collateral, nor shall any duty or responsibility whatsoever rest upon Secured Party or any holder of the Debt to enforce collection of the Collateral by legal proceedings or otherwise, the sole duty of Secured Party being to receive collections, remittances and payments on such Collateral as and when made and received by Secured Party and to apply the amount or amounts so received, after deduction of any collection costs incurred, as payment upon any of the Debt or to hold the same for the account and order of Grantors.
- In the event any Grantor instructs Secured Party or any holder of the Debt, in writing or orally, to deliver any or all of the Collateral to a third Person, and Secured Party or any holder of the Debt agrees to do so, the following conditions shall be conclusively deemed to be a part of Secured Party's or such holder of the Debt's agreement, whether or not they are specifically mentioned to the applicable Grantor at the time of such agreement: (i) Neither Secured Party nor any holder of the Debt shall assume any responsibility for checking the genuineness or authenticity of any Person purporting to be a messenger, employee or representative of such third Person to whom the applicable Grantor has directed Secured Party or any holder of the Debt to deliver the Collateral, or the genuineness or authenticity of any document or instructions delivered by such Person; (ii) the applicable Grantor will be considered by requesting any such delivery to have assumed all risk of loss as to the Collateral; (iii) Secured Party's and holder of the Debt's sole responsibility will be to deliver the Collateral to the Person purporting to be such third Person described by the applicable Grantor, or a messenger, employee or representative thereof; and (iv) Secured Party and Grantors hereby expressly agree that the foregoing actions by Secured Party or any holder of the Debt shall constitute reasonable care.
- The pronouns used in this Agreement are in the masculine and neuter genders but 8.17 shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Grantor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.
- The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of

example only and without in any way limiting the generality of the clause or concept referred to."

## 8.19 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

- 8.20 Each Grantor agrees that, if at any time all or any part of any payment previously applied by Secured Party or any holder of the Debt to the Debt is or must be returned by Secured Party or any holder of the Debt--or recovered from Secured Party or any holder of the Debt--for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made. Each Grantor hereby agrees to indemnify Secured Party and each holder of the Debt against, and to save and hold Secured Party and each holder of the Debt harmless from any required return by Secured Party or any holder of the Debt--of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.
- 8.21 This Agreement, the other Loan Documents and the other Note Documents embody the entire agreement and understanding between Secured Party and Grantors with respect to their subject matter and supersede all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Each Grantor acknowledges and agrees there is no oral agreement between any Grantor and Secured Party which has not been incorporated in this Agreement, the other Loan Documents and the other Note Documents.
- 8.22 Secured Party may from time to time and at any time, without any necessity for any notice to or consent by any Grantor or any other Person, release all or any part of the Collateral from the Liens created pursuant to of this Agreement, with or without cause, including as a result of any determination by Secured Party that the Collateral or any portion thereof contains or has been contaminated by or releases or discharges any hazardous or toxic waste, material or substance.
- 8.23 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.
- 8.24 Each Grantor agrees that it shall never be entitled to be subrogated to any of Secured Party's or any Lender's rights against any Obligor or any other person or entity or any Collateral or offset rights held by Secured Party or any Lender for payment of the Debt until final termination of this Agreement.
  - 8.25 The obligations of Grantors hereunder shall be joint and several.

- 8.26 EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT, IN EITHER CASE, SITTING IN NEW YORK CITY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE PARTIES HERETO TO BRING PROCEEDINGS IN THE COURTS OF ANY OTHER JURISDICTION.
- 8.27 EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.
- 8.28 Notwithstanding anything herein to the contrary, this Security Agreement is not intended to create any liability of CSI COMPRESSCO GP INC. or CSI COMPRESSCO INVESTMENT LLC (each, a "Non-Recourse Grantor") for payment of the Debt and, with respect to each Non-Recourse Grantor, is intended only to provide a security interest in the Collateral to secure the Debt. Secured Party shall not have any recourse against any Non-Recourse Grantor (including any recourse against assets of such Non-Recourse Grantor that do not constitute Collateral for any deficiency remaining after disposition of Collateral) except its remedies specified herein or available under law with respect to the Collateral following an Event of Default.

[Signature Pages Follow]

EXECUTED as of the date first set forth above.

#### "Grantors"

TETRA TECHNOLOGIES, INC., a Delaware corporation

Joseph J. Meyer, Vice President Finance

Treasurer and Assistant Secretary

COMPRESSCO FIELD SERVICES, L.L.C., an Oklahoma limited liability company COMPRESSCO, INC., a Delaware corporation EPIC DIVING & MARINE SERVICES, LLC, a Delaware limited liability company MARITECH RESOURCES, LLC. a Delaware limited liability company TETRA APPLIED HOLDING COMPANY, a Delaware corporation TETRA APPLIED TECHNOLOGIES, LLC, a Delaware limited liability company TETRA FINANCIAL SERVICES, INC. a Delaware corporation TETRA FOREIGN INVESTMENTS, LLC. a Delaware limited liability company TETRA – HAMILTON FRAC WATER SERVICES, LLC, an Oklahoma limited liability company TETRA INTERNATIONAL INCORPORATED, a Delaware corporation TETRA MICRONUTRIENTS, INC., a Texas corporation TETRA PROCESS SERVICES, L.C., a Texas limited liability company

[Signature Page for Security Agreement]

TETRA PRODUCTION TESTING SERVICES, LLC, a Delaware limited liability company TSB OFFSHORE, INC., a Delaware corporation

Joseph J. Meyer, Treasurer

COMPRESSCO TESTING, L.L.C., an Oklahoma limited liability company

By: COMPRESSCO, INC., a Delaware corporation, its Sole Member

By: Joseph J. Meyer, Treasurer

T-PRODUCTION TESTING, LLC, a Texas limited liability company

By: TETRA APPLIED TECHNOLOGIES, LLC, a Delaware limited liability company, its Sole Member

Sy: 1011

[Signature Pages for Security Agreement]

CSI COMPRESSCO GP INC., a Delaware corporation

Joseph J. Meyer, Treasurer

CSI COMPRESSCO INVESTMENT LLC, a Delaware limited liability company

By: CSI COMPRESSCO GP INC., a Delaware corporation, its Sole Member

y: Joseph Mayor Francisco

[Signature Pages for Security Agreement]

#### "Secured Party"

JPMORGAN CHASE BANK, N.A., as Collateral Agent

Title: Executive aprecing

(Signature Pages for Security Agreement)

BIOU:0013182/00137:1774462v4

#### **EXHIBIT A**

#### **PATENTS**

Owner/Assignee		Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending 62/312,845	(TETRA1001) THE TEMPERATURE STABILITY OF POLYOLS AND SUGAR ALCOHOLS IN BRINES	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 62/312,868	(TETRA 1002) HIGH DENSITY, LOW TCT DIVALENT BRINES AND USES THEREOF	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 62/312,876	(TETRA 1003) HIGH DENSITY, LOW TCT MONOVALENT BRINES AND USES THEREOF	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 5/14/1999 Serial #: 9713071-0 Conf #: None Abandoned: 3/30/2005 Pub #: 1527 Pub Date: 4/11/2000	Title: Clear Brine Drill-In Solution Notes: Inventors: Murphey/McLaurine/Conner	Brazil	Foreign Patent
TETRA Technologies, Inc.	Status: Issued Issued: 9/26/2000 Filed: 5/14/1999 Pat. #: 6,124,244 Serial #: 09/312,383 Expires: 5/14/2019 Conf #: None	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner No further fees due. Patent Expires 5/14/2019. Annuities paid by TETRA for issued patents	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 11/13/1997 Serial #: 99 4484 Expires: 11/13/2017 Conf #: None Abandoned: 3/30/2005 Pub #: 9904484 Pub Date: 1/21/2000	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner	Mexico	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 5/14/1999 Serial #: 1999 2341 Conf #: None Abandoned: 3/30/2005	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner	Norway	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 11/13/1997 Serial #: PCT/US97/21173 Conf #: None Pub #: None Pub Date: 5/22/1998	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 11/15/1996 Serial #: 60/031,262 Conf #: None Abandoned:	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner (PAIR)	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 11/13/1997 Serial #: 9911426.6 Expires: 11/13/2017 Conf #: None Abandoned: 3/30/2005 Pub #: 2335219 Pub Date: 9/15/1999	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner	United Kingdom	Foreign Patent

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Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Abandoned Filed: 5/19/1999 Serial #: 928-99 Conf #: None Abandoned: 3/30/2005 Pub #: 447 Pub Date: 11/19/2001	Title: Clear Brine Drill-In Fluid Notes: Inventors: Murphey/McLaurine/Conner	Venezuela	Foreign Patent
TETRA Technologies, Inc.	Status: Issued Issued: 6/29/1999 Filed: 10/18/1996 Pat. #: 5,917,110 Serial #: 08/732,706 Expires: 10/18/2016 Conf #: None	Title: Moisture-Resistant Calcium Containing Particles Notes: Inventor: Kust *No further fees due* Patent Expires 10/18/2016	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 4/22/1999 Serial #: 5,080,398 Conf #: None Abandoned:	Title: Moisture Resistant Calcium Containing Particles Notes: Inventor: Kust	Australia	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 5/14/1999 Serial #: 2,268,430 Conf #: None Abandoned: 10/15/2001	Title: Moisture Resistant Calcium Containing Particles Notes: Inventor: Kust	Canada	Foreign Patent
TETRA Technologies, Inc.	Status: Issued Issued: 12/7/1999 Filed: 1/8/1999 Pat. #: 5,997,601 Serial #: 09/227,631 Expires: 1/8/2019 Conf #: None	Title: Method For Making Moisture Resistant Calcium-Containing Particles Notes: **No Further Fees Due** Patent Expires 1/8/2019	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/18/1996 Serial #: PCT/US97/18598 Conf #: None Abandoned:	Title: Moisture Resistant Calcium- Containing Particles Notes: Inventor: Kust	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 4/14/1999 Serial #: 99084421.2 Conf #: None Abandoned:	Title: Moisture Resistant Calcium Containing Particles Notes: Inventor: Kust	United Kingdom	Foreign Patent
TETRA Technologies, Inc.	Status: Issued Issued: 9/28/1999 Filed: 6/4/1997 Pat. #: 5,958,256 Serial #: 08/869,131 Expires: 6/4/2017 Conf #: None	Title: Method For Pretreating An Industrial Wastewater Notes: Inventors: Ocel/Starrr/Borowski/Short *No further fees due* Patent Expires 6/4/2017	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 10/17/2000 Filed: 8/3/1998 Pat. #: 6,131,661 Serial #: 09/127,842 Expires: 8/3/2018 Conf #: None	Title: Method For Removing Filtercake Notes: Inventors: Murphey/Conner *no further fees due* Annuities paid by TETRA for issued patents	USA	USA Patent

HOU:0013182/00137:1774462v7

Owner/Assignee	<del></del>	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued Issued: 10/31/2000 Filed: 5/19/1998 Pat. #: 6,138,755 Serial #: 09/080,993 Expires: 5/19/2018 Conf #: None	Title: Method For Enhancing The Compatibility Of A Zinc-Brine Completion Fluid With A Fracturing Fluid Notes: Inventor: Swartwout *no further fees due* Annuities paid by TETRA for issued patents	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 9/14/1999 Filed: 12/18/1997 Pat. #: 5,951,954 Serial #: 08/993,914 Expires: 12/18/2017 Conf #: None	Title: Method For Manufacturing Clear Brine Fluids From Impure Zinc Feedstock Notes: 9/7/11: Assignment filed to assign patent from TETRA Investment Holding Co. to TETRA Technologies, Inc.  ***no further fees due*** Patent Expires 12/18/2017	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 6/15/2000 Serial #: 2,315,400 Conf #: None Abandoned:	Title: Method of Manufacturing Clear Brine Fluids from Impure Zinc Feedstock Notes: Inventors: Fisher/Wayland/Hanlon	Canada	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 6/16/2000 Serial #: 005947 Conf #: None Abandoned: 8/20/2001	Title: Method of Manufacturing Clear Brine Fluids from Impure Zinc Feedstock Notes: Inventors: Fisher/Wayland/Hanlon	Mexico	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 6/19/2000 Serial #: 98960845.0 Conf #: None Abandoned:	Title: Method of Manufacturing Clear Brine Fluids from Impure Zinc Feedstock Notes: Inventors: Fisher/Wayland/Hanlon	Netherlands	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 12/11/1998 Serial #: PCT/US98/26366 Conf #: None	Title: Method of Manufacturing Clear Brine Fluids fro Impure Zinc Feedstock Notes: Inventors: Fisher/Wayland/Hanlon	PCT	PCT
TETRA Technologies, Inc.	Status: Issued Issued: 6/1/1999 Filed: 10/1/1997 Pat. #: 5,907,908 Serial #: 08/941,996 Expires: 10/1/2017 Conf #: None	Title: Dehumidifying Pouch Notes: Inventors: Cunanan/Heaner/Hanlon **No further fees due* Patent Expires 10/1/2017	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: PI9815692-6 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	Argentina	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: 98/20325 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	Brazil	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: 2,305,424 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	Canada	Foreign Patent

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Owner/Assigned TETRA	Official No Case Status Status: Abandoned	Title Title: Dehumidifying Pouch	Country Chile	Property Type Foreign Patent
Technologies, Inc.	Filed: 10/1/1997 Serial #: 806-2000 Conf #: None Abandoned:	Notes: Inventors: Cumanan/Heaner/Hanlon	Office	1 oroigii i atom
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: 98/20325 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	Ecuador	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: 98951977.2 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	EPO	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/1/1997 Serial #: 003191 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cumanan/Heaner/Hanlon	Mexico	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: PCT/USA 98/20325 Conf #: None Abandoned:	Title: Dehumidifying Pouch Notes: Inventors: Cunanan/Heaner/Hanlon	PCT	PCT
TETRA Technologies, Inc.	Status: Issued Issued: 4/6/1999 Filed: 1/23/1998 Pat. #: 5,891,225 Serial #: 09/012,852 Expires: 1/23/2018 Conf #: None	Title: Method For Applying Halide Brines To Surfaces Notes: Inventors: Mishra/Hanlon/Bae *No further fees due* Patent Expires 1/23/2018	USA	USA Patent
TETRA Technologies, Inc.	Status: Granted Granted: 10/18/2005 Filed: 7/19/2000 Pat. #: 2,318,585 Serial #: 2,318,585 Expires: 1/22/2019 Conf #: None Pub #: None Pub Date: 7/29/1999	Title: Method For Applying Halide Brines To Surfaces Notes: 16th annuity due 1/22/2015 paid by CPA on 5/20/15 per CIPO DB.	Canada	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 1/22/1999 Serial #: PCT/US99/01500 Conf #: None Pub #: None Pub Date: 7/29/1999	Title: Method For Applying Halide Brines To Surfaces Notes: Inventors: Mishra/Hanlon/Bae Filed Nat'l Stage in Canada only	PCT	PCT
TETRA Technologies, Inc.	Status: Issued Issued: 3/14/2000 Filed: 11/18/1998 Pat. #: 6,036,937 Serial #: 09/195,761 Expires: 11/18/2018 Conf #: None	Title: Method Of Producing Zinc Bromide Notes: 9/7/11: Assignment filed assigning patent from TETRA Investment Holding Co. to TETRA Technologies, Inc. *No further fees due* Patent Expires 11/18/2018	USA	USA Patent

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Owner Assignee TETRA	Official No/Case Status Status: Abandoned	Title: Method Of Producing Zinc Bromide	Country EPO	Property Type Foreign Patent
Technologies, Inc.	Filed: 11/16/1999 Serial #: 99 96 0441.6 Conf #: None Abandoned: 4/28/2004	Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens Abandon now that EPO has issued		Toroign Fatoric
TETRA Technologies, Inc.	Status: Granted Granted: 4/28/2004 Filed: 11/16/1999 Pat. #: E 1 140702 Serial #: 99 960 441.6 Conf #: None	Title: Method Of Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens European patent was validated by filing a certificate of French translation-no issue document available (patent is considered issued) Priority Date=11/18/1998 1th annuity due: 11/30/2015. Annuities paid by TETRA for issued patents	France	Foreign Patent
TETRA Technologies, Inc.	Status: Granted Granted: 9/21/2004 Filed: 4/5/2000 Pat. #: 135492 Serial #: 135492 Expires: 11/16/2019 Conf #: None	Title: Method For Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens Priority Date=11/18/1998 15-19 annuity due: 11/16/2013 Annuities paid by TETRA for issued patents	Israel	Foreign Patent
TETRA Technologies, Inc.	Status: Granted Granted: 8/13/2003 Filed: 4/9/2000 Pat. #: 2169 Serial #: 43/2000 Expires: 4/9/2020 Conf #: None Pub #: 261 Pub Date: 4/23/2003	Title: Method For Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens (no priority claimed) 13th annuity due 4/9/14. Per Dr. Mishra, CPA will pay. Annuities paid by TETRA for issued patents	Jordan	Foreign Patent
TETRA Technologies, nc.	Status: Granted Granted: 4/28/2004 Filed: No Date Pat. #: 1 140 702 Serial #: None Conf #: None	Title: Method For Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens European patent was validated by filing a certificate of Dutch translation-no issue document available (patent is considered issued) Priority Date=11/18/1998 Next annuity due 11/16/2014. Annuities paid by TETRA for issued patents	Netherlands	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 11/18/1999 Serial #: PCT/US99/27278 Conf #: None Pub #: U99/27278 Pub Date: 5/18/2000	Title: Method Of Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 9/26/2001 Serial #: 01 22 0397 Conf #: None Abandoned: 4/28/2009	Title: Method For Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens Per S. Mishra, cease prosecution 04/28/2009. Saudi Assoc. acknowledge receipt of abandonment instructions.	Saudi Arabia	Foreign Patent

Owner/Assignee		Title	Country	Property Type
TETRA Technologies, Inc.	Status: Granted Granted: 4/13/2004 Filed: 4/13/2004 Pat. #: EP(UK)1140702 Serial #: EP(UK)1140702 Conf #: None	Title: Method For Producing Zinc Bromide Notes: Inventors: Dunaway/Hanlon/Howard/McKennis/Symens European patent was validated by filing a certificate w/UK Patent Office-no issue document available (patent is considered issued) Priority Date=11/18/1998 Annuities paid by TETRA for issued patents	United Kingdom	Foreign Patent
TETRA Technologies, Inc.	Status: Issued Issued: 11/7/2000 Filed: 12/4/1998 Pat. #: 6,143,698 Serial #: 09/206,077 Expires: 8/3/2018 Conf #: None	Title: Method For Removing Filtercake Notes: Inventors: Murphey/McKennis/Sharp 12th year maint fee due: 5/7/12; paid 8/22/12 - no further fees due. Annuities paid by TETRA for issued patents	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 2/2/2001 Serial #: PI 9815979-8 Conf #: None Abandoned: 3/30/2005 Pub #: 1582 Pub Date: 5/2/2001	Title: Bromate/Bromine Filtercake Removal Fluid Notes: Inventors: Murphey/McKennis/Sharp	Brazil	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 1/16/2001 Serial #: 2,337,836 Conf #: None Abandoned: 3/22/2005	Title: Bromate/Bromine Filtercake Removal Fluid Notes: Inventors: Murphey/McKennis/Sharp	Canada	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 3/5/2001 Serial #: 98 964 085.9-2115 Conf #: None Abandoned: 3/30/2005 Pub #: None Pub Date: 11/3/2004	Title: Method Of Filtercake Removal Notes: Inventors: Murphey/McKennis/Sharp	EPO	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned: 3/30/2005	Title: Method Of Filtercake Removal Notes: Inventors: Murphey/McKennis/Sharp	Netherlands	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 2/2/2001 Serial #: 2001 0582 Conf #: None Abandoned: 3/30/2005	Title: Bromate/Bromine Filtercake Removal Fluid Notes: Inventors: Murphey/McKennis/Sharp	Norway	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 12/18/1998 Serial #: PCT/US98/26956 Conf #: None	Title: Method For Removing Filtercake Notes: Inventors: Murphey/McKennis/Sharp	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/18/1998 Serial #: 0105369.3 Expires: 12/18/2018 Conf #: None Abandoned: 3/30/2005	Title: Bromate/Bromine Filtercake Removal Fluid Notes: Inventors: Murphey/McKennis/Sharp	United Kingdom	Foreign Patent

Owner/Assignee	Official No /Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Method of Preparing Oily Residuals for Refinery Coke Feed Notes: Inventor: Ocel	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 9/12/2000 Filed: 6/29/1999 Pat. #: 6,117,408 Serial #: 09/342,692 Expires: 6/29/2019 Conf #: None	Title: Method Of Producing Zinc Bromide Notes: Inventors: Howard/Bain 12th year maint fee due: 3/12/12; paid 3/14/12 (no further fees due). Annuities paid by TETRA for issued patents 9/7/11: Assignment filed assigning patent from TETRA Investment Holding Co. to TETRA Technologies, Inc.	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Treatment of Drill Cuttings Notes: Inventor: Mishra	USA	USA Patent
TETRA Technologies, Inc.	Status: Halted Filed: No Date Serial #: None Conf #: None	Title: Method for Recovery of Lithium for Brines Utilizing Ray Source Material Notes: Inventor: Hardin	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 9/9/1999 Serial #: 09/392,895 Conf #: None Abandoned:	Title: Shoe Pouch Notes: Inventors: Vogt & Mishra	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 9/9/1999 Serial #: 09/392,241 Conf #: None Abandoned: 1/10/2000	Title: Dehumidifying and Deodorizing Automobiles, Boats & Other Motor Vehicles Notes: Inventors: Vogt et al.	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/30/1997 Serial #: 09/000,538 Conf #: None Abandoned:	Title: Zinc Sulfate Production Process Notes: Inventors: Culbertson & Ball	USA	USA Patent
TETRA Technologies, Inc.	Status: Halted Filed: No Date Serial #: None Conf #: None	Title: Production of Clear Zinc Bromide Notes: Continuation of 017 Inventors: Dunaway/Hanlon/Howard/McKennis/Symens	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 5/4/2004 Filed: 3/14/2002 Pat. #: 6,730,234 Serial #: 10/097,799 Expires: 11/15/2022 Conf #: None Pub #: USA-02-0130090-A1 Pub Date: 9/19/2002	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkington/Mishra 12th year maint fee due: 11/4/15 Annuities paid by TETRA for issued patents	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Expires: 3/14/2022 Conf #: None Abandoned: 3/1/2006	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Patent Revoked as of 08/21/2007.	Great Britain	Foreign Patent
TETRA Technologies,	Status: Converted Filed: 3/14/2002	Title: Method For Regeneration Of Used Halide Fluids	PCT	PCT

Owner/Assignee		Title	Country	Property Type
Inc.	Serial #: PCT/US02/07622 Conf #: None Pub #: WO 02/074699 A3 Pub Date: 9/26/2002	Notes: Inventors: Symens/Howard/Polkinghorn/Mishra		
TETRA Technologies, Inc.	Status: Converted Filed: 3/15/2001 Serial #: 60/276,172 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 8/19/2003 Serial #: 03 24 0250 Conf #: None Abandoned: 8/29/2006	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Abandoned 8/29/06	Saudi Arabia	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 2/14/2002 Serial #: 60/358,811 Conf #: None Abandoned:	Title: Thermally Insulating Fluids Notes: Inventors: Dunaway/Carter/Butler	USA	USA Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 5/12/2000 Serial #: 09/569,552 Conf #: None	Title: System For Hanging A Dehumidifying And Deodorizing Pouch Notes: Inventors: Mishra/Vogt/Heaner	USA	USA Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 11/3/2003 Serial #: 02809287.2 Expires: 3/14/2022 Conf #: None Pub #: None Pub Date: 6/22/2005	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Per Suren, CPA handles annuity payments 11th Annuity Due: 03/14/2011	China	Foreign Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 10/15/2003 Serial #: 02 721 386.7 Conf #: None Pub #: 1 414 753 Pub Date: 5/6/2004	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001 Annuities paid by TETRA for issued patents EPO FINALIZED AT NATIONAL STAGE, Designated GB & Netherlands- NO MAINT. FEES TO BE PAID	EPO	Foreign Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 9/10/2003 Serial #: 157852 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001 Per S. Mishra, CPA will handle annuities.	Israel	Foreign Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 3/9/2003 Serial #: 2003/24 Expires: 3/14/2022 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority Date=3/14/2002 11th annuity due 3/9/12 Per S. Mishra, CPA will pay annuities. Annuities paid by TETRA for issued patents	Jordan	Foreign Patent
TETRA Technologies, Inc.	Status: Transferred Filed: 3/14/2002 Serial #: 02721386.7 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority Date: 3/15/2001 11th annuity due: 3/1/12 Per Suren, annuities paid by TETRA for	Netherlands	Foreign Patent

Official No. Case Status	Title	Country	Property Type
	issued patents. CPA will pay.		
Status: Transferred Filed: 3/14/2002 Serial #: 2003 4061 Expires: 3/14/2022 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001 Granted 10/1/2007 11th annuity due 3/13/12, per S. Mishra, CPA will pay.	Norway	Foreign Patent
Status: Transferred Filed: No Date Serial #: EP 02721386.7 Expires: 3/14/2022 Conf #: None	Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001; validated 1/3/06 Next annuity due 3/14/12 Per Suren, CPA will handle all annuity payments. Per Suren, GB Abandoned, will proceed with UK.	United Kingdom	Foreign Patent
Status: Transferred Filed: 9/11/2006 Serial #: 11/518,757 Expires: 9/11/2026 Conf #: None Pub #: USA-2008-0126383- A1 Pub Date: 5/29/2008	Title: System and Method for Predicting Compatibility of Fluids with Metals Notes: 7.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16- file noted as transferred.  11.5 Yr Maint Fee Due: 10/14/2020 9/11/2026: 20 yr renewal due 11/16/2009: Certificate of Correction received.	USA	USA Patent
Status: Issued Issued: 8/8/2006 Filed: 4/4/2003 Pat. #: 7,087,209 Serial #: 10/407,417 Expires: 5/6/2024 Conf #: None	Title: Method For Producing A Halide Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn 8th year maint fee due: 2/8/2014 12th year main fee due: 2/8/2018	USA	USA Patent
Status: Halted Filed: No Date Serial #: None Conf #: None	Title: Method for Producing Haldine Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn Must file new application in China	China	Foreign Patent
Status: Halted Filed: 9/9/2004 Serial #: 03716990.1 Conf #: None	Title: Method for Producing Haldine Brine Notes: Abandoned EPO, UK & Netherlands are validated (in progress) Priority date=4/4/2003 Inventors: Symens/Howard/Mishra/Polkinghorn	EPO	Foreign Patent
	Status: Transferred Filed: 3/14/2002 Serial #: 2003 4061 Expires: 3/14/2022 Conf #: None  Status: Transferred Filed: No Date Serial #: EP 02721386.7 Expires: 3/14/2022 Conf #: None  Status: Transferred Filed: 9/11/2006 Serial #: 11/518,757 Expires: 9/11/2026 Conf #: None Pub #: USA-2008-0126383-A1 Pub Date: 5/29/2008  Status: Issued Issued: 8/8/2006 Filed: 4/4/2003 Pat. #: 7,087,209 Serial #: 10/407,417 Expires: 5/6/2024 Conf #: None  Status: Halted Filed: No Date Serial #: None  Conf #: None  Status: Halted Filed: 9/9/2004 Serial #: 03716990.1	Status: Transferred Filed: 3/14/2002 Serial #: 2003 4061 Expires: 3/14/2022 Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001 Granted 10/1/2007 11th annuity due 3/13/12, per S. Mishra, CPA will pay.  Status: Transferred Filed: No Date Serial #: EP 02721386.7 Expires: 3/14/2022 Conf #: None Title: Method For Regeneration Of Used Halide Filed: No Date Serial #: 11/518,757 Expires: 9/11/2006 Serial #: 11/518,757 Expires: 9/11/2026 Conf #: None Pub #: USA-2008-0126383-A1 Pub Date: 5/29/2008 Filed: 4/4/2003 Pat. #: 7,087,209 Serial #: 10/407,417 Expires: 5/6/2024 Conf #: None Status: Halted Filed: No Date Serial #: None Conf #: None  Status: Halted Filed: 9/9/2004 Serial #: 03716990.1 Conf #: None Title: Method For Regeneration Of Used Halide Fluids Notes: Inventors: Symens/Howard/Polkinghorn/Mishra Priority date=3/15/2001; validated 1/3/06 Next annuity due 3/14/12 Per Suren, CPA will handle all annuity payments. Per Suren, GB Abandoned, will proceed with UK.  Title: System and Method for Predicting Compatibility of Fluids with Metals Notes: 7.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra email dated 6/6/16-file noted as transferred. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra Polkinghorn Received. 11.5 Yr Maint Fee Due: 10/14/2016 - CPA To pay per Dr. Mishra Polkinghorn Received. 11.5 Yr Maint Fee Due: 10/14/2018 - CPA To pay per Dr. Mishra Polkinghorn Received. 11.5 Yr Maint Fee Due: 10/14/2018 - CPA To pay per Dr. Mishra Polkinghorn Received. 11.	Status: Transferred Filed: 3/14/2002 Serial #: 2003 4061 Expires: 3/14/2022 Conf #: None Srial #: EP 02721386.7 Expires: 3/14/2022 Conf #: None Title: Method For Regeneration Of Used Halde Fliuids Status: Transferred Priority date=3/15/2001 Granted 10/1/2007 11th annuity due 3/13/12, per S. Mishra, CPA will pay.  Status: Transferred Filed: No Date Serial #: EP 02721386.7 Expires: 3/14/2022 Conf #: None Priority date=3/15/2001; validated 1/3/06 Next annuity due 3/14/12 Per Suren, CPA will handle all annuity payments. Per Suren, GPA will handle all annuity payments. Per S

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Halted Filed: 9/28/2004 Serial #: 164222 Conf #: None	Title: Method for Producing Haldine Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn; Priority date=4/10/2002 6/2/08: Received notice from FA that OA Response filed with Israeli Patent Office. 10/28/2009, application halted. Complete rejection by the Israeli Patent Office.	Israel	Foreign Patent
TETRA Technologies, Inc.	Status: Granted Filed: 9/5/2004 Serial #: None Conf #: None Pub #: 347 Pub Date: 12/12/2006 Granted: 7/2/2007 Pat. #: 2380 Expires: 9/5/2024	Title: Method for Producing Haldine Brine Notes: 13th annuity due 9/5/2016 12th annuity due 9/5/2015 11th annuity due 9/5/2014 - handled directly by Dr. Mishra & CPA (see email dated 6/18/14). Patent 20 yr Expiration: Sept. 5, 2024	Jordan	Foreign Patent
TETRA Technologies, Inc.	Status: Granted Granted: 9/6/2006 Filed: 4/4/2003 Pat. #: 1 492 728 Serial #: None Expires: 4/3/2023 Conf #: None	Title: Method for Producing Haldine Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn 10th annuity due 04/30/2012; Per S. Mishra, CPA to handle all future annuities. Expiration date is 4/3/2023.	Netherlands	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/29/2004 Serial #: 2004 4708 Conf #: None Abandoned: 3/24/2015	Title: Method for Producing Haldine Brine Notes: Abadnoned per S. Mishra email instructions dated 3/24/15 - do not pay 13th annuity due 4/30/2015.	Norway	Foreign Patent
TETRA Technologies, Inc.	Status: Converted Filed: 4/4/2003 Serial #: PCT/US03/10424 Conf #: None	Title: Method For Producing A Halide Brine Notes: Inventors: Symens/Howard/Polkinghorn/Mishra	PCT	PCT
TETRA Technologies, Inc.	Status: Converted Filed: 4/10/2002 Serial #: 60/371,293 Conf #: None	Title: Method For Producing A Halide Brine Notes: Inventors: Symens/Howard/Polkinghorn/Mishra (PAIR)	USA	USA Patent
TETRA Technologies, Inc.	Status: Halted Filed: No Date Serial #: None Conf #: None	Title: Method for Producing Haldine Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn Not able to file in Saudi	Saudi Arabia	Foreign Patent
TETRA Technologies, Inc.	Status: Granted Granted: 6/6/2006 Filed: 4/4/2003 Pat. #: 1492728 Serial #: None Conf #: None	Title: Method for Producing Halide Brine Notes: Inventors: Symens/Howard/Mishra/Polkinghorn 11th annuity due 04/4/2013. Per S. Mishra, TETRA Technologies, Inc. will handle all future annuities.	United Kingdom	Foreign Patent

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Abandoned Filed: 7/19/2002 Serial #: 10/199,275 Conf #: None Abandoned: 2/10/2004 Pub #: USA-2004-0011990- A1 Pub Date: 1/22/2004	Title: Thermally Insulating Fluid Notes: Inventors: Dunaway/Carter/Mishra	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 7/17/2003 Serial #: PCT/US03/22364 Conf #: None Abandoned:	Title: Thermal Insulating Fluid Notes: Inventors: Dunaway/Carter/Mishra Abandoned per S. Mishra 2/10/04	PCT	PCT
TETRA Technologies, Inc.	Status: Issued Issued: 5/3/2005 Filed: 8/28/2002 Pat. #: 6,886,635 Serial #: 10/229,984 Conf #: None Pub #: USA 2004-0040706- A1 Pub Date: 3/4/2004	Title: Filter Cake Removal Fluid And Method For Removing Filter Cake Notes: Inventors: Hossaini/Carter/Murphey/McKennis 8th year maint fee due: 11/3/12; paid by CPA 9/28/12 12th year maint fee due: 11/3/16 Annuities paid by TETRA for issued patents	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/23/2004 Serial #: 11/021,408 Conf #: None Abandoned: Pub #: USA-2005-0161219- A1 Pub Date: 7/28/2005	Title: Composition For Filter Cake Removal Fluid And Method For Removing Filter Cake Notes: Inventors: Hossaini/Carter/Murphey/McKennis Priority date=8/28/2002 (PAIR)	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 8/27/2003 Serial #: PCT/US03/26795 Conf #: None Abandoned:	Title: Filter Cake Removal Fluid And Method For Removing Filter Cake Notes: Inventors: Hossaini/Carter/Murphey/McKennis	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/16/2002 Serial #: 10/320,301 Conf #: None Abandoned:	Title: Apparatus and Method for the Controlled Release of Chemical Additives Notes: (PAIR)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 9/12/2006 Filed: 5/23/2003 Pat. #: 7,105,191 Serial #: 10/444,304 Expires: 6/10/2024 Conf #: None Pub #: USA-2004-0234650-A1 Pub Date: 11/25/2004	Title: Calcium Supplement For Animals And Method For Making Same Notes: Inventor: Mishra 8th year maint. fee due: 03/12/2014, Pd per Dr. Mishra by CPA. 12th year maint. fee due: 03/12/2018 Will not file PCT per Suren 5/12/04	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Apparatus & Method for Stress Testing of Metals	USA	USA Patent

Owner Assignee TETRA	Official No Case Status Status: Abandoned	Title: Controlled Degradation of Filtercakes	Country USA	Property Type USA Patent
Fechnologies, nc.	Filed: 12/16/2005 Serial #: 11/303,109 Conf #: None Abandoned:	and Other Downhole Polymers Notes: Inventors: Hossaini/McKennis/Carter Priority date=12/21/04 **CIP Application filed 11/25/2009*** 2/16/10: USPTO Notice of Abandonment received; application abandoned in lieu of CIP application filing.	00/1	oo, rratent
ΓΕΤΡΑ Γechnologies, nc.	Status: Abandoned Filed: 11/25/2009 Serial #: 12/625,972 Conf #: None Abandoned: Pub #: USA-2010-0132951- A1 Pub Date: 6/3/2010	Title: Controlled De-Functionalization of Filtercakes and Other Downhole Compositions Notes: Abandoned - no response to OA filed per client instructions. 12/5/11: Final OA rcvd; response due by 6/5/12.	USA	USA Patent
ΓΕΤRΑ Γechnologies, nc.	Status: Converted Filed: 12/21/2004 Serial #: 60/637,827 Conf #: None	Title: Controlled Decomposition of Downhole Polymers Notes: Inventors: Hossaini/McKennis/Carter Per Suren 11/4/05: No PCT to be filed; regular application filed 12/16/05	USA	USA Patent
ΓΕΤRΑ Γechnologies, nc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: High Density Foam Notes: 2/1/06: patent opinion currently underway Inventors: Hossaini et al	USA	USA Patent
TETRA Technologies, nc.	Status: Abandoned Filed: 3/29/2007 Serial #: 11/729,563 Conf #: None Abandoned: 5/5/2009 Pub #: USA-2008-0236822- A1 Pub Date: 10/2/2008	Title: System and Method For Separating, Monitoring and Sampling Flow Back Fluid Returns Notes: 5/5/09: Application is Abandoned per S. Mishra email.	USA	USA Patent
ΓΕΤRΑ Γechnologies, nc.	Status: Halted Filed: No Date Serial #: None Conf #: None	Title: Composition and Method for Producing a Zinc Based Brine Notes: Inventors: Jeff McKennis and Nam Bae	USA	USA Patent
ΓΕΤΡΑ Γechnologies, nc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Method of Removal of Downhole Fluids Notes: Inventors: Jeff McKennis and Mohammed Hossaini	USA	USA Patent
ΓΕΤRΑ Γechnologies, nc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Internal Casing Cutting Tool	USA	USA Patent
ΓΕΤRΑ Γechnologies, nc.	Status: Abandoned Filed: 6/25/2008 Serial #: 61/133,127 Conf #: None Abandoned:	Title: Reducing Fluid Loss In A Porous Media	USA	USA Patent
TETRA Technologies, Inc.	Status: Converted Filed: 9/9/2008 Serial #: 61/191,528 Conf #: None	Title: Method of Delivering Frac Fluid and Additives	USA	USA Patent

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued Issued: 4/24/2012 Filed: 9/8/2009 Pat. #: 8,162,048 Serial #: 12/555,401 Expires: 11/3/2030 Conf #: None Pub #: USA-2010-0059226-A1 Pub Date: 3/11/2010	Title: Method of Delivering Frac Fluid and Additives Notes: 10/24/2015- 3.5 Yr Maint Fee Due - paid by TETRA 10/26/15. 10/24/2019- 7.5 Yr Maint Fee Due 10/24/2023 -11.5 Yr Maint Fee due. Patent Expires 11/3/2030 (20 yrs from 9/8/09 - filing date + 421 PTA days)	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: Specification of Delivered Frac Water	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued Issued: 11/25/2014 Filed: 3/8/2011 Pat. #: 8,895,476 Serial #: 13/043,033 Expires: 8/14/2031 Conf #: 8095 Pub #: USA-2012-0231977- A1	Title: Thermal Insulating Fluids Notes: 7/22/14: NOA rcvd in light of RCE filed; Issue fees due by 10/22/14.	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending Filed: 10/23/2014 Serial #: 14/521,750 Conf #: 3621 Pub #: USA-2015-0045260- A1 Pub Date: 2/12/2015	Title: Thermal Insulating Fluids Notes: 5/19/16: ROA filed with one mos extension. 1/22/16: OA rcvd; ROA due by 5/22/16 with one month extension	USA	USA Patent
TETRA Technologies, Inc.	Status: New Filed: No Date Serial #: None Conf #: None	Title: Thermal Insulating Fluids	EPO	Foreign Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 3/2/2012 Serial #: PCT/US12/27383 Conf #: None Abandoned: Pub #: WO 2012121995 A2 Pub Date: 9/13/2012	Title: Thermal Insulating Fluids Notes: 9/30/13: No national phases to be entered, per client email.	PCT	PCT
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/8/2010 Serial #: 12/963,386 Conf #: None Abandoned: 1/29/2014 Pub #: 20120145646 Pub Date: 6/14/2012	Title: Method for Removal of Iron from an Aqueous Solution Notes: 1/29/14: Abandoned per S. Mishra instructions - do not file response by deadline. 12/5/13: Final OA rcvd; 3 mos response deadline 3/5/14.	USA	USA Patent
TETRA Technologies, Inc.	Status: Abandoned Filed: 12/6/2011 Serial #: PCT/US11/63539 Conf #: None Abandoned: Pub #: WO 2012/078638 Pub Date: 6/14/2012	Title: Method for Removal of Iron from an Aqueous Solution Notes: 5/9/13 - No National Stages to be filed per S. Mishra email.	PCT	PCT

Owner/Assigned TETRA	Official No Case Status Status: New	Title: Aerated Iron Removal From Brine	Country USA	Property Type USA Patent
Technologies, Inc.	Filed: No Date Serial #: None Conf #: None	Titles Foldied Herrichletta Freih Brille		OS/XY atom
TETRA Technologies, Inc.	Status: Converted Filed: 4/27/2011 Serial #: 61/479,641 Conf #: None	Title: Multi-Chamber Manifold Notes: 5/2/12: Per PAIR, provisional application expired. No non-provisional or foreign apps filed by 4/27/12 deadline.	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/2 United States Patent number 9,103,088 (08 August 2015) Expiration: 17 February 2032 13/153,562 6 June 2011  claims priority to:     PCT/US10/20856 13 January 2010  61/144,268 13 January 2009	Internal Jacket Leg Cutter And Method	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/2C2 United States 14/823,642 11 August 2015 13/153,562 6 June 2011 claims priority to: PCT/US10/20856 13 January 2010 61/144,26 13 January 2009	Internal Jacket Leg Cutter And Method	USA	USA Patent
TETRA Technologies, nc.	Status: Issued 99368/3US United States Patent number 7,645,093 (12 January 2010 grant) Expiration: 17 September 2028 12/170,004 09 July 2008	Articulating Band Saw And Method	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/3CD United States Patent number 8,475,081 (02 July 2013 grant) Expiration: 17 September 2028 12/976,731 22 December 2010 PCT/US2009/050014 09 July 2009 12/170,004 09 July 2008	Articulating Band Saw And Method	USA	USA Patent

Owner Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued 99368/3CD2 United States Patent number 8,696,245 (15 April 2014 grant) Expiration: 09 July 2028 13/933,212 02 July 2013 12/976,731 22 December 2010 PCT/US2009/050014 09 July 2009 12/170,004 09 July 2008	Articulating Band Saw And Method	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/3CD3 United States Patent number 9,028,172 (12 May 2015 grant) Expiration: 09 July 2028 14/253,215 04 April 2014 13/933,212 02 July 2013 12/976,731 22 December 2010 PCT/US2009/050014 09 July 2009 12/170,004 09 July 2008	Articulating Band Saw And Method	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/3CD4 United States 14/709,917 05 May 2015 14/253,215 04 April 2014 13/933,212 02 July 2013 12/976,731 22 December 2010 PCT/US2009/050014 09 July 2009 12/170,004 09 July 2008	Articulating Band Saw And Method	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/4US United States Patent number 7,922,424 (12 April 2011 grant) Expiration: 25 June 2029 12/142,893 20 June 2008	Method of Cutting Target Members Using A Cutting Saw Device	USA	USA Patent

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued 99368/4C United States Patent number 8,109,693 (07 February 2012 grant) Expiration: 20 June 2028 13/084,726 12 April 2011 12/142,893 20 June 2008	Method of Cutting Target Members Using A Cutting Saw Device	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/4C2 United States Patent number 8,465,227 (18 June 2013 grant) Expiration: 20 June 2028 13/367,492 07 February 2012 13/084,726 12 April 2011 12/142,893 20 June 2008	Method of Cutting Target Members Using A Cutting Saw Device	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/4C3 United States Patent number 9,145,749 (29 September 2015 grant) Expiration: 20 June 2028 13/920,447 June 18, 2013 13/367,492 07 February 2012 13/084,726 12 April 2011 12/142,893 20 June 2008	Method of Cutting Target Members Using A Cutting Saw Device	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/4C4 United States 14/868,866 September 29, 2015 13/920,447 June 18, 2013 13/367,492 07 February 2012 13/084,726 12 April 2011 12/142,893 20 June 2008	Method of Cutting Target Members Using A Cutting Saw Device	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/6 United States Patent number 8,616,811 (21 December 2013 grant) Expiration: 25 September 2032 12/751,418 March 31, 2010 61/165,475 March 31, 2009	Articulating Drill Method and Apparatus for Cutting Openings in Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platform	USA	USA Patent

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending 99368/6C United States 14/144,942 December 21, 2013 12/751,418 March 31, 2010 61/165,475 March 31, 2009	Articulating Drill Method and Apparatus for Cutting Openings in Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platform	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/10 United States Patent number 8,869,899 (28 October 2014 grant) Expiration: 24 June 2032 13/400,187 20 February 2012 61/497,282 15 June 2011 61/444,892 21 February 2011	Method and Apparatus for Pulling a Crown Plug	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/10C United States Patent number 9,291,016 (22 March 2016 grant) Expiration: 24 June 2032 14/525,776 28 October 2014 13/400,187 20 February 2012 61/497,282 15 June 2011 61/444,892 21 February 2011	Method and Apparatus for Pulling a Crown Plug	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/10C2 United States 15/076,926 22 March 2016 14/525,776 28 October 2014 13/400,187 20 February 2012 61/497,282 15 June 2011 61/444,892 21 February 2011	Method and Apparatus for Pulling a Crown Plug	USA	USA Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/12US (A10058US) United States Patent number 8,622,078 (07 January 2014 grant) Expiration: 01 May 2032 12/751,200 March 31, 2010	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	USA	USA Patent

Owner/Assignee	Official No Gase Status	Title	Country	Property Type
TETRA Applied Technologies, Inc.	Status: Expired Entered National Stages 99368/12WO (A10058WO) [PCT/US2010/029389] March 31, 2010	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	PCT	PCT
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058AU) Australia 2011202913 5 October 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Australia	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058EP) EPO EP10764860.2 6 October 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	EPO	EPO
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058ID) Indonesia W00201103856 25 October 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Indonesia	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058MY) Malaysia Pl2011004641 28 September 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Malaysia	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/12 (A10058MX) Mexico Patent No. MX322837 (granted on 15 August 2014) Expiration: 31 March 2030 MX/a/2011/010394 30 September 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Mexico	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/12 (A10058NZ) New Zealand Patent No. NZ595582 (granted 2 December 2014) Expiration: 31 March 2030 5 October 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	New Zealand	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058TH) Thailand 1101002453 30 September 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Thailand	Foreign Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/12 (A10058VT) Vietnam 1-2011-02909 27 October 2011	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Vietnam	Foreign Patent

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Applied Technologies, Inc.	Status: Issued 99368/12WOUS United States Patent number 8,333,211 (18 December 2012 grant) Expiration: 31 March 2030 13/248,781 29 September 2011 [PCT/US2010/029389] March 31, 2010 61/165,475 31 March 2009	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	USA	USA Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/12CWOUS United States Patent number 8,707,979 (29 April 2014 grant) Expiration: 31 March 2030 13/717,890 18 December 2012 13/248,781 29 September 2011 [PCT/US2010/029389] March 31, 2010 61/165,475 31 March 2009	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	USA	USA Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/12C2WOUS United States Patent number 9,194,525 (24 November 2015 grant) Expiration: 31 March 2030 14/263,088 28 April 2014 13/717,890 18 December 2012 13/248,781 29 September 2011 [PCT/US2010/029389] March 31, 2010 61/165,475 31 March 2009	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	USA	USA Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/12C3WOUS United States 14/950,908 24 November 2015 14/263,088 28 April 2014 13/717,890 18 December 2012 13/248,781 29 September 2011 [PCT/US2010/029389] March 31, 2010 61/165,475 31 March 2009	Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	USA	USA Patent

Owner/Assignee	Official No /Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued 99368/18 United States Patent number 9,371,723 (21 June 2016 grant) Expiration: 23 April 2035 13/296,928 15 November 2011 61/414,132 16 November 2010	Rapid Deployment Frac Water Transfer System (original full utility filing)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/18P (P12190US) United States Patent number 9,052,037 (09 June 2015 grant) Expiration: 24 May 2032 13/689,907 30 November 2012 13/296,928 15 November 2011 61/414,132 16 November 2010	Rapid Deployment Frac Water Transfer System (application on improved version of vehicle filed as continuation-in-part under pre-AIA rules).	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/18PC United States 14/734,506 09 June 2015 13/689,907 30 November 2012 13/296,928 15 November 2011 61/414,132 16 November 2010	Rapid Deployment Frac Water Transfer System (application on improved version of vehicle filed as continuation-in-part under pre-AIA rules).	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/18AU (A12190AU) Australia from PCT/US2011/060805	Rapid Deployment Frac Water Transfer System	Australia	Foreign Patent
TETRA Technologies, Inc.	Status: Pending 99368/18AR (A12190AR) Argentina No. 20110104264	Rapid Deployment Frac Water Transfer System	Argentina	Foreign Patent
TETRA Technologies, Inc.	Status: Pending 99368/18CA (A12190CA) Canada No. 2,817,725	Rapid Deployment Frac Water Transfer System	Canada	Foreign Patent
TETRA Technologies, Inc.	Status: Pending 99368/18MX (A12190MX) Mexico MX/a/2013/005540	Rapid Deployment Frac Water Transfer System	Mexico	Foreign Patent
TETRA Technologies, Inc.	Status: Pending 99368/18VZ (A12190VX) Venezuela No. 001510-2011	Rapid Deployment Frac Water Transfer System	Venezuela	Foreign Patent

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending 99368/18PS (P13960US) United States 13/889,612 08 May 2013 13/296,928 15 November 2011 61/414,132 16 November 2010	Rapid Deployment Frac Water Transfer System (application on improved version of vehicle filed as continuation-in-part under post AIA rules).	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/19-O United States Patent number 8,162,048 (24 April 2012 - grant) Expiration: 03 November 2030 12/555,401 08 September 2009 61/191,528 09 September 2008	Method of Delivering Frac Fluid And Additives (original filing)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/19 United States Patent number 8,316,935 (27 November 2012 - grant) Expiration: 08 September 2029 13/453,210 23 April 2012 12/555,401 08 September 2009 61/191,528 09 September 2008	Method of Delivering Frac Fluid And Additives (first continuation application)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/19C United States Patent number 8,540,022 (24 September 2013 - grant) Expiration: 08 September 2029 13/685,940 27 November 2012 13/453,210 23 April 2012 12/555,401 08 September 2009 61/191,528 09 September 2008	Method of Delivering Frac Fluid And Additives (second continuation application)	USA	USA Patent

Owner Assignee	Official No /Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Issued 99368/19C2 United States Patent number 9,127,537 (08 September 2015 - grant) Expiration: 08 September 2029 14/034,699 24 September 2013 13/685,940 27 November 2012 13/453,210 23 April 2012 12/555,401 08 September 2009 61/191,528 09 September 2008	Method of Delivering Frac Fluid And Additives (third continuation application)	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/19C3 United States 14/847,925 08 September 2015 14/034,699 24 September 2013 13/685,940 27 November 2012 13/453,210 23 April 2012 12/555,401 08 September 2009 61/191,528 09 September 2008	Method of Delivering Frac Fluid And Additives (third continuation application)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/20 United States Patent number 8,834,016 (16 September 2014 - grant) Expiration: 05 July 2032 13/458,526 27 April 2012 61/479,641 27 April 2011	Multi Chamber Mixing Manifold (original filing)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/20C United States Patent number 9,144,775 (29 September 2015 - grant) Expiration: 27 April 2032 14/487,733 16 September 2014 13/458,526 27 April 2012 61/479,641 27 April 2011	Multi Chamber Mixing Manifold (first continuation)	USA	USA Patent

Owner/Assignee	Official No /Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending 99368/20C2 United States 14/869,070 29 September 2015 14/487,733 16 September 2014 13/458,526 27 April 2012 61/479,641 27 April 2011	Multi Chamber Mixing Manifold (first continuation)	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/20P United States 13/751,256 28 January 2013 13/458,526 27 April 2012 61/479,641 27 April 2011	Multi Chamber Mixing Manifold (application on improved mixing chamber design including additional mixing calculations and amounts).	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/22 United States Patent number 8,640,901 (04 February 2014) Expiration: 24 May 2032 13/480,469 24 May 2012 61/651,546 24 May 2012 61/489,336 24 May 2011	Above Ground Storage Containment System and Method (this application was filed by Steelwaterz)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/22C United States Patent number 9,228,309 (05 January 2016) Expiration: 24 May 2032 14/172,098 04 February 2014 13/480,469 24 May 2012 61/651,546 24 May 2012 61/489,336 24 May 2011	Above Ground Storage Containment System and Method (this application was filed by Steelwaterz)	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/22P United States Patent number 9,157,205 (13 October 2015) Expiration: 24 May 2032 13/845,221 18 March 2013 13/480,469 24 May 2012 61/651,546 24 May 2012 61/489,336 24 May 2011	Above Ground Storage Containment System and Method (this application was filed by TETRA on its design around for above ground containment).	USA	USA Patent

Owner/Assignee	Official No Gase Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending 99368/22PC United States 14/881,845 13 October 2015 13/845,221 18 March 2013 13/480,469 24 May 2012 61/651,546 24 May 2012 61/489,336 24 May 2011	Above Ground Storage Containment System and Method (this application was filed by TETRA on its design around for above ground containment).	USA	USA Patent
TETRA Technologies, Inc.	Status: Issued 99368/28 United States Patent number 7,823,632 (02 November 2010) Expiration: 13 August 2029 12/540,924 13 August 2009 12/484,211 14 June 2009 61/131,874 14 June 2008	Method And Apparatus For Programmable Robotic Rotary Mill Cutting Of Multiple Nested Tubulars.	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/28EP EP09763819.1 (02 November 2010) 12/540,924 13 August 2009 12/484,211 14 June 2009 61/131,874 14 June 2008	Method And Apparatus For Programmable Robotic Rotary Mill Cutting Of Multiple Nested Tubulars.	EPO	EPO Patent
TETRA Applied Technologies, Inc.	Status: Issued 99368/28C United States Patent number 9,175,534 (03 November 2015) Expiration: 13 August 2029 12/878,738 09 September 2010 12/540,924 13 August 2009 12/484,211 14 June 2009 61/131,874 14 June 2008	Method And Apparatus For Programmable Robotic Rotary Mill Cutting Of Multiple Nested Tubulars.	USA	USA Patent
TETRA Applied Technologies, Inc.	Status: Pending 99368/28C2 United States 14/931,100 03 November 2015 12/878,738 09 September 2010 12/540,924 13 August 2009 12/484,211 14 June 2009 61/131,874	Method And Apparatus For Programmable Robotic Rotary Mill Cutting Of Multiple Nested Tubulars.	USA	USA Patent

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
	14 June 2008			
TETRA Applied Technologies, Inc.	Status: Pending 99368/29 United States 14/381,184 16 September 2014 PCT/US2011/065148 15 December 2011 12/878,738 16 December 2010	Method And Apparatus For Controlled or Programmable Cutting Of Multiple Nested Tubulars.	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/32 United States 14/795,564 09 July 2015	Method And Apparatus For Salvaging Oil Well Tubulars.	USA	USA Patent
TETRA Technologies, Inc.	Status: Pending 99368/33 United States 14/921,295 23 October 2015	In Situ Treatment Analysis Mixing System	USA	USA Patent

#### **EXHIBIT A**

#### **TRADEMARKS**

Owner/Assignee	Official No. Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Registered Filed: 4/21/1998 Serial #: 75/471,510 Conf #: None Registered: 8/28/2001 Reg. #: 2,482,779	Title: BIORID Notes: 20 Yr renewal due: 8/28/2021.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: MR. MUSTY & character MR. MUSTY	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 3/4/2000 Serial #: 75/935,909 Conf #: None Abandoned: 9/17/2002	Title: FLAMERID Notes: Sec 8 & 15 due: 9/7/08 10 Yr. renewal due: 9/7/12 Abandoned per S. Mishra 8/13/2008	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 3/9/2000 Serial #: 75/939,113 Conf #: None Registered: 1/21/2003 Reg. #: 2,675,999	Title: HI-CHLOR Notes: 20 Yr. renewal due: 1/21/23.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 6/10/2002 Serial #: 76/419,499 Conf #: None Registered: 2/17/2004 Reg. #: 2,814,544	Title: Design Logo - Tetrahedron on circle Notes: 20 Yr. renewal due: 2/17/2024.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: No Date Serial #: None Conf #: None Abandoned:	Title: TTI	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 6/10/2002 Serial #: 76/419,011 Conf #: None Registered: 10/7/2003 Reg. #: 2,771,093	Title: TETRA Notes: 20 Yr. renewal due: 10/7/2023.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 1/22/2003 Serial #: 76/484,368 Conf #: None Registered: 3/23/2004 Reg. #: 2,824,671	Title: THERMAFIX Notes: 20 Yr. renewal due: 3/23/2024	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 7/10/2003 Serial #: 76/528,369 Conf #: None Registered: 11/16/2004 Reg. #: 2,902,887	Title: COR CLEAR Notes: 20 Year renewal due: 11/16/2024.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 7/27/2004 Serial #: 76/604,451 Conf #: None Abandoned: 11/30/2007	Title: CHEMIMETALLURGY Notes: 10/31/07: Abandoned per S. Mishra request.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 7/27/2004 Serial #: 76/978,187	Title: CHEMIMETALLURGY Notes: 8/14/12: Abandon per S. Mishra telephone instructions to not renew by 9/5/12 deadline.	USA	USA Trademark

HOU:0013182/00137:1774462v7

Owner/Assignee		Title	Country	Property Type
	Conf #: None Abandoned: 8/14/2012	Section 8 & 15 due: 09/05/2012 10 Year Renewal due: 09/05/2016		
ETRA Fechnologies, nc.	Status: Transferred Filed: 9/10/2009 Serial #: 12/557,034 Conf #: None	Title: Insulated Packer Fluid Notes: 9/10/09: ***D'Ambrosio & Associates are NOT the attorneys of record for this application. All correspondence goes directly to inventorWarren Carlos.***	USA	USA Patent
ETRA echnologies, Inc.	Status: Registered Filed: 12/15/2005 Serial #: 76/651,927 Conf #: None Registered: 8/21/2007 Reg. #: 3,281,260	Title: SafeDEflo Notes: 10 Yr. Renewal Due By: 08/21/2017	USA	USA Trademark
ETRA echnologies, Inc.	Status: Abandoned Filed: 7/24/2006 Serial #: 49234 Conf #: None Abandoned: 3/30/2016	Title: SafeDEflo Notes: 10 yr renewal due: 7/24/2016 - abandoned 3/30/16 - no renewal to be filed per S. mishra email.	Bahrain	Foreign Trademark
ETRA Technologies, Inc.	Status: Abandoned Filed: 6/24/2006 Serial #: 77998 Conf #: None Abandoned: 4/4/2016	Title: SafeDEflo Notes: note: no priority claimed in Kuwait Next Renewal Due 06/23/2016 - no renewal to be filed in Kuwait, per S. Mishra.	Kuwait	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 6/13/2006 Serial #: None Conf #: None Registered: 6/13/2006 Reg. #: 914 133	Title: SafeDEflo Notes: 10 Year Renewal Due: 06/13/2016 Benelux and Norway rcvd. Statement of Grant of Protection.		Madrid Protocol
ETRA echnologies, Inc.	Status: Registered Filed: No Date Serial #: None Conf #: None Registered: 2/15/2008 Reg. #: 914133	Title: SafeDEflo Notes: Registered 02/15/2008.	Benelux	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: No Date Serial #: None Conf #: None Registered: 3/13/2008 Reg. #: 914133	Title: SafeDEflo Notes: 3/13/08: Grant of Protection in Norway rcvd.	Norway	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: No Date Serial #: None Conf #: None Registered: 9/15/2009 Reg. #: 914133	Title: SafeDEflo Notes: 9/15/09: Per WIPO Database check, refusal period has expired and no notification of provisional refusal has been recorded, thus it is assumed that the mark is protected in Russia as of this this date.	Russian Federation	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: No Date Serial #: None Conf #: None Registered: 9/12/2007 Reg. #: 914133	Title: SafeDEflo Notes: Protection Granted in UK 09/12/2007.	United Kingdom	Foreign Trademark
ETRA Technologies, Inc.	Status: Abandoned Filed: 6/5/2006 Serial #: 40320 Conf #: None Abandoned: 1/23/2007	Title: SafeDEflo Notes: Not active with this mark, allow to abandon per S. Mishra 03/04/2016 10 Yr Renewal Due 06/05/2016	Oman	Foreign Trademark
ETRA echnologies, Inc.	Status: Abandoned Filed: 6/6/2006 Serial #: 40052 Conf #: None Abandoned: 1/29/2009	Title: SafeDEflo Notes: Per S. Mishra 12/08/2015, Abandon Qatar. 3/18/2009: Cert. Reg. Received 10 Yr Renewal Due: 6/6/2016.	Quatar	Foreign Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Registered Filed: 7/12/2006 Serial #: 107884 Conf #: None Registered: 7/30/2008 Reg. #: 1002/84	Title: SafeDEflo Notes: 10 yr renewal due: 3/18/2016 - paid 12/23/15.	Saudi Arabia	Foreign Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 6/10/2006 Serial #: 81660 Conf #: None Abandoned: 5/12/2008	Title: SafeDEflo Notes: Per S. Mishra, allow trademark in UAE to expire due to not being active there with this system. 3/30/09: Registration Certificate received. 10 Yr Renewal Due: 6/9/2016	United Arab Emirates	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 9/11/2006 Serial #: 36435 Conf #: None Registered: 6/11/2007 Reg. #: 30359	Title: SafeDEflo Notes: 10 Yr renewal Due: 09/11/2016	Yemen	Foreign Trademark
TETRA Technologies, Inc.	Status: Issued Filed: 12/22/2006 Serial #: 11/644,096 Conf #: None Issued: 6/17/2008 Pat. #: 7,387,031 Expires: 12/22/2026	Title: Method For Monitoring Corrosion Damage to a Metal Sample Notes: ***Per S. Mishra email instructions on 09/28/15, CPA to handle 7.5 maint fees for this patent*** 3.5 Yr. Maintenance Fee Due- 12/19/2011; paid 12/19/11 7.5 Yr. Maintenance Fee Due- 12/17/2015 11.5 Yr. Maintenance Fee Due- 12/17/2019	USA	USA Patent
TETRA Technologies, Inc.	Status: Registered Filed: 6/16/2006 Serial #: 76/661,712 Conf #: None Registered: 10/2/2007 Reg. #: 3,303,254	Title: MATCHWELL Notes: 10 Yr. Renewal Due By: 10/2/2017.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 11/18/2007 Serial #: None Conf #: None Registered: 11/18/2007 Reg. #: 61330 & 61331	Title: MATCHWELL Notes: 10 Yr Renewal Due: 11/18/2017	Bahrain	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 10/10/2007 Serial #: 829.338.411 Conf #: None Registered: 1/19/2010 Reg. #: 829.338.411	Title: MATCHWELL Notes: 10 Yr renewal due: 1/19/2020 Reg. No. Class 1: 829.338.411 Reg. No. Class 42: 829.338.420	Brazil	Foreign Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 11/14/2007 Serial #: 1,372,083 Conf #: None Abandoned: 9/8/2011	Title: MATCHWELL Notes: 9/8/2011: Abandoned per client instructions to not pursue ext of time.	Canada	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 12/6/2007 Serial #: None Conf #: None Registered: Reg. #:	Title: MATCHWELL Notes: 12/6/07: USPTO Reference No.: A0010569 5/4/2009: Statement of Grant of Protection Received from WIPO for TM in European Community.	EPO	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 10/16/2007 Serial #: 89112 Conf #: None Registered: 10/16/2007 Reg. #: 74558	Title: MATCHWELL Notes: 10/15/2017: 10 yr renewal due Registered in Class 1, 10/16/2009, No. 76298 and 42, 10/16/2007, No. 74558	Kuwait	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: No Date Serial #: None Conf #: None Registered: 12/6/2007	Title: MATCHWELL Notes: USPTO Reference No.: A0010569 5/4/09: Stmt of Grant of Protect rcvd for mark in the European Community.		Madrid Protocol

Dwner/Assignee	Official No./Case Status	Title	Country	Property Type
	Reg. #: 961 418			
ETRA echnologies, Inc.	Status: Registered Filed: 12/6/2007 Serial #: None Conf #: None Registered: 10/24/2008 Reg. #: 0961418	Title: MATCHWELL Notes: USPTO Reference No.: A0010569 3/30/09: Stmt of Grant of Protection received from Norwegian Patent Office.	Norway	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 12/6/2007 Serial #: None Conf #: None Registered: Reg. #:	Title: MATCHWELL Notes: Received Grant of Protection in UK 10/27/2008	United Kingdom	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 12/6/2007 Serial #: None Conf #: None Registered: Reg. #:	Title: MATCHWELL Notes: USPTO Reference No.: A0010569 10/29/08: Per WIPO, time limit of provisional refusal is one yr to 18 mos from int'l reg. date (in this case May-Nov 2009). No notification rcvd re provisional refusal of mark in Netherlands. It is assumed that mark is protected in the Netherlands.	Netherlands	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 12/6/2007 Serial #: None Conf #: None Registered: Reg. #:	Title: MATCHWELL Notes: USPTO Reference No.: A0010569 10/29/08: Per WIPO, time limit of provisional refusal is one yr to 18 mos from int'l reg. date (in this case May-Nov 2009). No notification rcvd re provisional refusal of mark in Russian Federation. It is assumed that mark is protected in Russia.	Russian Federation	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 11/22/2007 Serial #: 897694 Conf #: None Registered: 8/29/2008 Reg. #: 1057988	Title: MATCHWELL Notes: Class 01, Registered 01/14/2009, Reg. No. 1078764 Class 042, Registered 08/29/2008, Reg. No. 1057988 10 Yr Renewal Due: 11/22/2017.	Mexico	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 10/20/2007 Serial #: 47409, 47410 Conf #: None Registered: 8/24/2008 Reg. #: 47409 47410	Title: MATCHWELL Notes: Filing No. for Class 1- 47409 Filing No. for Class 42- 47410 10 Yr. Renewal Due: 10/20/2017.	Oman	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 10/22/2007 Serial #: None Conf #: None Registered: 11/19/2009 Reg. #: 47045; 47046	Title: MATCHWELL Notes: 10 Yr Renewal Due: 10/22/2017	Quatar	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 11/7/2007 Serial #: 123675 Conf #: None Registered: 2/3/2009 Reg. #: 1041/19	Title: MATCHWELL Notes: Reg. No. 1041/19 for class 001 Reg. No. 1041/20 for class 042 Registration Expires 07/20/2017.	Saudi Arabia	Foreign Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 10/8/2007 Serial #: None Conf #: None Registered: 3/24/2010 Reg. #: 100890; 100874	Title: MATCHWELL Notes: Filing No. for Class 1- 100941 Filing No. for Class 42- 100942 10 Yr renewal due: 10/8/2017	United Arab Emirates	Foreign Trademark
ETRA echnologies, Inc.	Status: Abandoned Filed: 11/29/2007 Serial #: 28628-2007 Conf #: None Abandoned: 2/17/2009	Title: MATCHWELL Notes: ABANDONED per S. Mishra 02/17/2009	Venezuela	Foreign Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Registered Filed: 10/27/2007 Serial #: 41052 Conf #: None Registered: 10/19/2008 Reg. #: 33739	Title: MATCHWELL Notes: 10 Yr renewal due 10/19/2017.	Yemen	Foreign Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 3/30/2007 Serial #: 77/144,948 Conf #: None Abandoned: 10/28/2008	Title: DIS-PRO Notes: Section 8 & 15 Due: 10/28/2014 - do not file per S. Mishra telephone instructions dated 11/4/14. 10 yr. renewal due: 10/28/2018	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 4/2/2007 Serial #: 77/146,469 Conf #: None Registered: 8/5/2008 Reg. #: 3,481,558	Title: CV-PRO Notes: 10 Year Renewal Due: 8/5/2018	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 4/2/2007 Serial #: 77/146,511 Conf #: None Registered: 8/5/2008 Reg. #: 3,481,559	Title: TP-PRO Notes: 10 Year Renewal Due: 8/5/2018	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 4/8/2008 Serial #: 77/442,639 Conf #: None Registered: 6/2/2009 Reg. #: 3,629,692	Title: TETRA CHEMICALS Notes: 10 Yr. Renewal Due: 6/2/2019.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 3/17/2009 Serial #: 77/693,042 Conf #: None Registered: 9/29/2009 Reg. #: 3,689,332	Title: EOT Logo Notes: 10 Yr Renewal Due: 9/29/2019.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 3/17/2009 Serial #: 77/693,060 Conf #: None Registered: 2/23/2010 Reg. #: 3,751,433	Title: Maritech Logo Notes: 10 Yr Renewal Due: 2/23/2020	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 3/17/2009 Serial #: 77/693,072 Conf #: None Registered: 2/23/2010 Reg. #: 3,751,434	Title: MARITECH (word) Notes: 10 Yr Renewal Due: 2/23/2020	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 4/13/2009 Serial #: 77/712,292 Conf #: None Registered: 5/11/2010 Reg. #: 3,788,512	Title: DEEPDESIGN Notes: Section 8 & 15 Due 05/11/2016; filed 5/3/16. 10-yr due 05/11/2020	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 11/14/2002 Serial #: 76/467,207 Conf #: None Abandoned: 8/26/2003	Title: THE POWER OF BLUE Notes: Section 8 & 15 Due 08/26/2009. TM Abandoned per client email of 8/12/2009.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 9/29/2008 Serial #: 77/581,128 Conf #: None Abandoned: 6/16/2009	Title: EPUMPER stylized logo Notes: Abandoned per Dr. Mishra 06/16/2009 8/26/09: Received USPTO Notice of Abandonment.	USA	USA Trademark
TETRA Technologies, Inc.	Status: New Filed: No Date Serial #: None Conf #: None	Title: SUPERJACK (word)	USA	USA Trademark

Owner/Assignee		Title	Country	Property Type
TETRA Technologies, Inc.	Status: New Filed: No Date Serial #: None	Title: SUPERJACK (logo)	USA	USA Trademark
TETRA	Conf #: None	Tale: DIVE 5 Less	LICA	USA Trademark
Fechnologies, Inc.	Status: Registered Filed: 10/6/2008 Serial #: 77/586,164 Conf #: None Registered: 9/8/2009	Title: DIVE 5 Logo Notes: 10 Year Renewal Due 9/8/2019.	USA	USA Trademark
	Reg. #: 3,678,838			
FETRA Fechnologies, Inc.	Status: Registered Filed: 10/6/2008 Serial #: 77/586,183 Conf #: None Registered: 9/1/2009 Reg. #: 3,675,569	Title: DIVE 5 (word) Notes: 10 Year Renewal Due: 9/1/2019	USA	USA Trademark
ETRA echnologies, Inc.	Status: Abandoned Filed: 10/6/2008 Serial #: 77/586,213 Conf #: None Abandoned: 10/30/2013	Title: EPIC (word only) Notes: 10/30/13: Abandoned per K. Tonn's email instructions - no Office Action response to be filed by deadline.	USA	USA Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 4/17/2009 Serial #: Z20090635A Conf #: None Registered: 9/9/2010 Reg. #: Z20090635	Title: EPIC (word only) Notes: 10 Yr Renewal Due: 4/17/2019.	Croatia	Foreign Trademark
ETRA	Status: Registered	Title: EPIC (word only)	Italy	Foreign
echnologies, Inc.	Filed: 4/27/2009 Serial #: MI2009C004364 Conf #: None Registered: 11/9/2010 Reg. #: 1.369.300	Notes: 10 Yr Renewal Due: 4/27/2019.	,	Trademark
ETRA echnologies, Inc.	Status: Registered Filed: 10/6/2008 Serial #: 77/586,188 Conf #: None Registered: 4/27/2010 Reg. #: 3,779,998	Title: SEAHORSE logo Notes: Section 8 & 15 Due 04/27/2016; filed 4/26/16. 10 Yr. Due 04/27/2020	USA	USA Trademark
ETRA Technologies, Inc.	Status: Registered Filed: 4/17/2009 Serial #: None Conf #: None Registered: 4/17/2009 Reg. #: 1 031 199	Title: SEAHORSE logo Notes: Ten Yr Renewal Due: 04/17/2019		Madrid Protocol
TETRA Technologies, Inc.	Status: Registered Filed: 4/17/2009 Serial #: 1031199 Conf #: None Registered: 7/7/2011 Reg. #:	Title: SEAHORSE logo Notes: 6/27/2011: Stmt of Grant of Protect Rcvd for mark in Croatia.	Croatia	Foreign Trademark
ETRA Technologies, Inc.	Status: Registered Filed: 4/17/2009 Serial #: 1031199 Conf #: None Registered: Reg. #:	Title: SEAHORSE logo	Italy	Foreign Trademark
ETRA echnologies, Inc.	Status: Abandoned Filed: 10/6/2008 Serial #: 77/586,084 Conf #: None Abandoned:	Title: Safely Working Under Pressure Notes: 9/30/2009: Abandoned per J. Castelan. 4/9/2010: USPTO Notice of Abandonment forwarded to client.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/6/2008 Serial #: 77/586,122 Conf #: None Abandoned:	Title: Safely Working Under Pressure (stylized) Notes: 9/30/2009 Abandoned per J. Castelan 4/9/2010: USPTO Notice of Abandonment forwarded to client.	USA	USA Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Registered Filed: 12/29/2009 Serial #: 77/901,927 Conf #: None Registered: 1/11/2011 Reg. #: 3,902,873	Title: Working Safely Under Pressure Notes: Section 8 & 15 Due: 01/11/2017 10-Yr due: 01/11/2021	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 10/6/2008 Serial #: 77/586,154 Conf #: None Abandoned:	Title: WORKING UNDER PRESSURE Notes: 9/30/2009 Abandoned per J. Castelan 4/9/2010: USPTO Notice of Abandonment forwarded to client.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 10/6/2008 Serial #: 77/586,045 Conf #: None Registered: 11/3/2009 Reg. #: 3,704,413	Title: WILCO Notes: Sec 8 & 15 Dec Due: 11/3/2015; filed in grace period - 5/3/16. 10 Yr Renewal Due: 11/3/2019	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 3/19/2009 Serial #: 77/695,048 Conf #: None Abandoned:	Title: Working Safely Under Pressure Notes: 9/30/2009 Abandoned per J. Castelan	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 4/27/2009 Serial #: MI2009C004370 Conf #: None Registered: 11/9/2010 Reg. #: 1.369.359	Title: EMC x2 Notes: 10 Yr Renewal Due: 4/27/2019.	Italy	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 1/7/2011 Serial #: 85/213,247 Conf #: None Serial #: 830872922 Conf #: None Registered: 8/16/2011 Reg. #: 4,011,701	Title: ADVANCECLEAN Notes: Section 8 & 15 Dec Due: 8/16/2017 10 Yr Renewal Due: 8/16/2021.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 1/12/2011 Serial #: 1,510,981 Conf #: None Registered: 11/15/2013 Reg. #: TMA865,147	Title: ADVANCECLEAN Notes: 11/15/28: 15 Yr Renewal Due	Canada	Foreign Trademark
TETRA Technologies, Inc.	Status: New Filed: No Date Serial #: None Conf #: None	Title: ADVANCECLEAN	CTM	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Filed: 5/7/2011 Serial #: 009 949 331 Conf #: None Registered: 9/19/2011 Reg. #: 009 949 331	Title: CC ROAD Logo Notes: 5/7/2021: 10 Yr renewal due	СТМ	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 9/23/2011 Filed: 5/7/2011 Reg. #: 009 949 306 Serial #: 009 949 306 Conf #: None	Title: CC FOOD Logo Notes: 5/7/2021: 10 Year Renewal due	СТМ	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 9/26/2011 Filed: 5/7/2011 Reg. #: 009 949 314 Serial #: 009 949 314 Conf #: None	Title: CC TECH Logo Notes: 5/7/2021: 10 Yr renewal due	СТМ	Foreign Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Registered Registered: 12/10/1996 Filed: 7/18/1995 Reg. #: Serial #: 74/702,910 Conf #: None	Title: SODEX Notes: 20 Yr. Renewal due 12/10/2016	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 4/23/1996 Filed: 3/30/1994 Reg. #: 1,970,434 Serial #: 74/507,126 Conf #: None	Title: N-CAL Notes: 20 Yr. Renewal due 4/23/2016; filed 4/25/16 (Monday after Saturday deadline)	USA	USA Trademark
TETRA Technologies, Inc.	Status: Abandoned Filed: 8/16/2011 Serial #: 85/398,818 Conf #: None Abandoned:	Title: HI-CAL Notes: Abandoned per Dr. Mishra 03/23/2012	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 6/12/2012 Filed: 2/9/2012 Reg. #: 010632115 Serial #: 010 632 115 Conf #: None	Title: CC Farm Logo Notes: 2/9/22: 10 Yr Renewal Due.	Europe	Foreign Trademark
TETRA Technologies, Inc.	Status: Halted Filed: No Date Serial #: None Conf #: None	Title: DEEP DESIGN Logo	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 6/9/1992 Filed: 11/28/1990 Reg. #: 1,691,059 Serial #: 74/119,500 Conf #: None	Title: EXPRESS (logo) Notes: 30 year renewal due 6/9/2022.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 3/24/1992 Filed: 10/15/1990 Reg. #: 1,679,991 Serial #: 74/106,231 Conf #: None	Title: EXPRESS (word) Notes: 30 Yr Renewal Due: 3/24/22.	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 8/11/1992 Filed: 11/26/1990 Reg. #: 1,706,080 Serial #: 74/118,155 Conf #: None	Title: WINTER THAW Notes: 8/11/2022: 30 Year Renewal Due	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 1/5/2016 Filed: 2/3/2014 Reg. #: 4,882,137 Serial #: 86/182,476 Conf #: None	Title: PAES Notes: 1/5/22: Section 8 & 15 Decs due 1/5/26: 10 Yr Renewal due	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Registered: 11/22/2001 Filed: 8/24/1998 Reg. #: TMA554352 Serial #: 0888212 Conf #: None	Title: ICE BLASTER Notes: 11/22/2016: 15 Year Renewal due	Canada	Foreign Trademark
TETRA Production Testing Services LLC	Status: Registered Reg. #: 4,165,814 Filed: June 26, 2012	For the STEEL WATERZ logo	USA	USA Trademark
TETRA Technologies, Inc.	Status: Registered Reg # TMA913,632 Filed: July 8, 2014	For the GREYWOLF logo	Canada	Foreign Trademark
TETRA Technologies, Inc.	Status: Registered Reg. #: TMA913,631 Filed: July 8, 2014).	for the word mark "GREYWOLF"	Canada	Foreign Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE & design	USA	USA Trademark
ETRA echnologies, Inc.	Status: Issued/ Registered	TETRA CS NEPTUNE and Device	Madrid Protocol (TM)	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Austria	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Australia	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Bulgaria	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Bahrain	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Benelux	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Cyprus	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Czech Republic	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Germany	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Denmark	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Estonia	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	European Community	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Spain	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Finland	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	France	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	United Kingdom	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Greece	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Hungary	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Ireland	Foreign Trademark
ETRA echnologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Italy	Foreign Trademark

Owner/Assignee	Official No./Case Status	Title	Country	Property Type
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Lithuania	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Latvia	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Norway	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Oman	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Poland	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Portugal	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Romania	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Sweden	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Slovenia	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Slovakia	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE and Device	Turkmenistan	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE & Device	Saudi Arabia	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE & Device	Kuwait	Foreign Trademark
TETRA Technologies, Inc.	Status: Pending	TETRA CS NEPTUNE & design	Malaysia	Foreign Trademark

# EXHIBIT A COPYRIGHTS

None.

## EXHIBIT B

## (Equity Interests)

## Stock

<u>Issuer</u>	<u>Holder</u>	Percent of Ownership	Certificate No.	Number of Shares
TETRA INTERNATIONAL INCORPORATED	TETRA Technologies, Inc.	100%	1	1,000
COMPRESSCO FIELD SERVICES, L.L.C.	Compressco, Inc.	100%	Uncertificated	
COMPRESSCO, INC.	TETRA Technologies, Inc.	100%	1	10,000
TETRA APPLIED HOLDING COMPANY	TETRA Technologies, Inc.	100%	1	1,000
TETRA FINANCIAL SERVICES, INC.	TETRA Technologies, Inc.	100%	1	100
TETRA MICRONUTRIENTS, INC.	TETRA Technologies, Inc.	100%	1	1,000
TSB OFFSHORE, INC.	TETRA Technologies, Inc.	100%	1	1,000

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### **Non-Corporate Entities**

Entity	<u>Owner</u>	Percent of Ownership	Certificate No. (if applicable)	Number of Units
CSI COMPRESSCO LP	CSI Compressco GP Inc.	33.77% LP	ZQ00000005, ZQ00000007, ZQ00000008, ZQ00000009, ZQ00000010	400,500 2,706,160 2,706,160 2,706,160 2,706,160 ======= Total of 11,225,140 LP
	TETRA International Incorporated	4.44% LP	ZQ00000006	1,476,087
	CSI Compressco Investment LLC	4.18% LP	ZQ00000003	1,390,290
EPIC DIVING & MARINE SERVICES, LLC	TETRA Applied Technologies, LLC	100%	Uncertificated	
TETRA PRODUCTION TESTING SERVICES, LLC	TETRA Applied Technologies, LLC	100%	Uncertificated	
TETRA APPLIED TECHNOLOGIES, LLC	TETRA Applied Holding Company	100%	Uncertificated	
MARITECH RESOURCES, LLC	TETRA Applied Technologies, LLC	100%	Uncertificated	
COMPRESSCO FIELD SERVICES, L.L.C.	Compressco, Inc.	100%	Uncertificated	
COMPRESSCO TESTING L.L.C.	Compressco, Inc.	100%	Uncertificated	
TETRA - HAMILTON FRAC WATER SERVICES, LLC	TETRA Technologies, Inc.	100%	Uncertificated	

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Entity	Owner	Percent of Ownership	Certificate No. (if applicable)	Number of Units
TETRA FOREIGN INVESTMENTS, LLC	TETRA International Incorporated	100%	Uncertificated	
TETRA DE ARGENTINA SRL	TETRA International Incorporated	90%	Uncertificated	
	TETRA Foreign Investments, LLC	10%		
TETRA PROCESS SERVICES, L.C.	TETRA Technologies, Inc.	100%	Uncertificated	
T-PRODUCTION TESTING, LLC	TETRA Applied Technologies, LLC	100%	5	1,000
TETRA TECHNOLOGIES (U.K.) LIMITED	TETRA International Incorporated	100%	1 (replacement certificate)	10
TETRA DE MEXICO, S.A. DE	TETRA International Incorporated	99.998%	3 Series B, Subseries I	49,999 shares
C.V.	TETRA Technologies, Inc.	0.002%	4 Series B, Subseries I	1 share
TETRA TECHNOLOGIES DO BRASIL,	TETRA International Incorporated	99.998%	Uncertificated	
LIMITADA	TETRA Technologies, Inc.	0.002%		
TETRA TECHNOLOGIES DE MEXICO, S.A.	TETRA International Incorporated	99.998%	3 Series B, Subseries I	49,999 shares
DE C.V.			4 Series B, Subseries II	27,439,344 shares
	TETRA Technologies, Inc.	0.002%	4 Series B, Subseries I	1 share
TETRA MIDDLE EAST FOR OIL & GAS SERVICES	TETRA International Incorporated	50%	Uncertificated	
LLC	TETRA Netherlands, B.V.	50%		

Entity	Owner	Percent of Ownership	Certificate No. (if applicable)	Number of Units
GREYWOLF ENERGY SERVICES LTD.	TETRA International Incorporated	100%	1 2 3 4	1,000 shares 1 share 1 share 1 share
TETRA NETHERLANDS, B.V.	TETRA International Incorporated	5%	Uncertificated	9 shares
	TETRA International Holdings, B.V.	95%	Uncertificated	171 shares
TETRA MADEIRA UNIPESSOAL LDA.	TETRA International Incorporated	100%	Uncertificated	
TETRA INTERNATIONAL EMPLOYMENT LTD. CO.	TETRA International Incorporated	100%	Uncertificated	
TETRA INTERNATIONAL HOLDINGS, B.V.	TETRA International Incorporated	100%	Uncertificated	
T- INTERNATIONAL HOLDINGS C.V.	TETRA International Holdings, B.V.	96%	Uncertificated	
	TETRA International Incorporated	4%		

# **EXHIBIT C**

# **Commercial Tort Claims; Deposit Accounts**

## **Commercial Tort Claims**

Case Caption	<u>Claim</u>	Court/Judicial Forum	Remedies Sought as Matter of Claim
TETRA Technologies, Inc.  v.  Veolia Water Solutions & Technologies North America, Inc. f/k/a HPD, LLC	1.Negligence, gross negligence and/or professional malpractice 2.Common law fraud and constructive fraud 3.Breach of Contract 4.Breach of Fiduciary Duty 5.Breach of Implied Covenant of Good Faith and Fair Dealing	1. Circuit Court of Union County, Arkansas, 13 <sup>th</sup> Judicial District (Cause No. CV-2011- 0097-6)  2.AAA Non- Administered Arbitration Proceedings (Houston, Texas)	<ol> <li>Direct Damages</li> <li>Consequential Damages</li> <li>Attorneys' Fees</li> <li>Interest</li> </ol>

# **Deposit Accounts**

Company Name on Account	Account Type	Currency	Bank Name	Bank Account Country Location	Account Number
Tetra Technologies,	Operating	USD	Bank of	USA	4140232521
Inc.			America		
Tetra Technologies,	Controlled	USD	Bank of	USA	2330945736
Inc.	Disbursement		America		
Tetra Technologies,	Lockbox	USD	Bank of	USA	4140282499
Inc.	841185		America		
Tetra Technologies,	Payroll	USD	Bank of	USA	1390004101
Inc.			America		
Tetra Technologies,	Corp EURO	EURO	Bank of	UK	11215-110
Inc.			America -		
			California		
Tetra Technologies,	MM Savings	USD	Bank of	USA	488029557622

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Inc.			America		
Tetra Technologies,	Operating	USD	JPMorgan	USA	662211627
Inc.			Chase		
Tetra Technologies,	Pcard Act	USD	Wells Fargo	USA	4000060202
Inc.					
Maritech Resources	Controlled	USD	Bank of	USA	2330940553
LLC	Disbursement		America		
TETRA International	Operating	USD	Bank of	USA	488038381520
Incorporated			America		

## **EXHIBIT D**

# LEASED AND OWNED LOCATIONS OF GRANTORS (AND OTHER LOCATIONS WHERE COLLATERAL MAY BE STORED)

	Location	Property	City	State or	Country	Leased/Owned	Tenant/Owner
	Location	Address	Oity	Province	Country	Loaded Office	remain Currier
1.	Amboy, CA	15750 Saltus Rd.	Amboy	CA	USA	OWNED Amboy, CA	TETRA Technologies, Inc.
2.	Cadiz, CA	1600 Lee Chemical Dr.	Cadiz	CA	USA	OWNED Cadiz, CA	TETRA Technologies, Inc.
3.	Crossett, AR	5975 Hwy 82 W	Crossett	AR	USA	Crossett Economic Development Foundation Lease - Crossett, AR (TTI 2009)	TETRA Technologies, Inc.
4.	El Dorado, AR	369 Feedmill Road	El Dorado	AR	USA	El Dorado, AR	TETRA Technologies, Inc.
5.	El Dorado, AR	625 East 19th Street, Apt. #1-F	El Dorado	AR	USA	Ausbrook Properties DBA Briarwood Apartments, Residence Lease, El Dorado, AR (TTI 2015)	TETRA Technologies, Inc.
6.	Magnolia, AR	1550 Hwy 371 South	Magnolia	AR	USA	OWNED Magnolia, AR	TETRA Technologies, Inc.
7.	Parkersburg, WV	401 Buckeye St	Parkersburg	wv	USA	Silicon Processor's Inc. sub. of Marietta Industrial Enterprises, Inc., Lease Agreement, Parkersburg, WV (TTI 1997)	TETRA Technologies, Inc.
8.	West Memphis, AR	2201 Port Rd.	West Memphis	AR	USA	OWNED West Memphis, AR	TETRA Technologies, Inc.
9.	Westlake, LA	1100 PPG Drive	Westlake	LA	USA	Olin Corporation, Chemical Plant Lease, West Lake, LA (TTI 1994) 2 YEAR Notice Required for RENEWAL	TETRA Technologies, Inc.
10.	Carthage, TX	1743 N.E. Loop	Carthage	TX	USA	OWNED - Carthage, TX	TETRA Technologies, Inc.
11.	Galveston, TX	Bradner St #2 - Pelican Island	Galveston	TX	USA	OWNED - Galveston, TX	TETRA Technologies, Inc.
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	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
12.	Houma, LA	103 Capital Blvd	Houma	LA	USA	OWNED Houma, LA	TETRA Technologies, Inc.
13.	Orla, TX	52 FM 652 W	Orla	ТХ	USA	Superior Lodging LLC, Residence Lease, Orka TX (CCOL 2015)	CSI Compressco Operating, LLC
14.	Pecos, TX	2255 S. Bickley Ave.	Pecos	TX	USA	2T Partnership, LTD., Lease, Pecos, TX (CSI 2014)	Compressor Systems, Inc.
15.	Pecos, TX	23 County Road 116	Pecos	TX	USA	Target Logistic Management, LLC, Residence Lease, Pecos, TX (CSI 2015)	CSI Operating LLC
16.	Perryton, TX	317 N. Juniper	Perryton	ТХ	USA	Beckman Well Services Lease, Perryton, TX (CCOL 2015)	CSI Compressco Operating, LLC
17.	Pharr, TX	5818 N CAGE BLVD Unit 51	Pharr	ТХ	USA	D.M Roth, Inc. Lease, Pharr, TX (CCOL 2015)	CSI Compressco Operating LLC
18.	Ruston, LA	1435 Frazier Rd	Ruston	LA	USA	Savage Lease, Ruston, LA (CFSI 2006)(NEED 2nd Amendment)	Compressco Field Services, Inc.
19.	Sonora, TX	1169 Highway 277 South	Sonora	TX	USA	Green, Billy, Yard Lease, Sonora, TX (CPOL 2011)	Compressco Partners Operating, LLC
20.	Three Rivers, TX	6301 Hwy 281 South	Three Rivers	ТХ	USA	Driskill, James & Hope, Office Lease, Three Rivers, TX (CSI 2015)	CSI Compressco Operating LLC
21.	Tulsa, OK	6140 South 104th East Ave.	Tulsa	OK	USA	Union Financial Partners, LLC-Tulsa, OK (CSI Compressco Inc. 2000)	CSI Compressco Inc.
22.	Houma, LA	309 Dickson Rd	Houma	LA	USA	OWNED Houma, LA	TETRA Applied Technologies, LLC
23.	Kokkola, FINLAND	Kemirantie	Kokkola		FINLAND	OWNED Kokkola, Finland (MISSING Deed)	TETRA Technologies, Inc.
24.	New Iberia, LA	3019 W Admiral Doyle Dr	New Iberia	LA	USA	OWNED New Iberia, LA	TETRA Production Testing Services, LLC

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
25.	The Woodlands, TX	24955 Interstate 45 North	The Woodlands	TX	USA	Tetris Property, LP, Office Lease Agreement- The Woodlands, TX (TTI 2012)	TETRA Technologies, Inc.
26.	Alice, TX	1430 County Rd. 344	Alice	TX	USA	OWNED - Alice, TX	TETRA Technologies, Inc.
27.	Bridgeport, OH	68891 Blaine Chermont Road	Bridgeport	ОН	USA	Ashbrooke Properties LLC, Residence Lease, Bridgeport, OH (TTI 2015)	TETRA Technologies, Inc.
28.	Bridgeville, PA	350 Presto Sygan Road	Bridgeville	PA	USA	Allegheny Realty and Development Group, LLC, Office Lease, Bridgeville, PA (TTI 2011)	TETRA Technologies, Inc.
29.	Cameron, LA	127 Wakefield Road	Cameron	LA	USA	Martin Operating Partnership, LP, Terminal Lease, Cameron, LA Terminal Lease (TTI 2005)	TETRA Technologies, Inc.
30.	Conroe, TX	200 S Trade Center Pkwy	Conroe	TX	USA	OWNED - Conroe, TX	TETRA Technologies, Inc.
31.	Converse, TX	2284 FM 1516	Converse	TX	USA	Moody Lease, Office Lease, San Antonio/Converse, TX (TPT 2011)	TETRA Production Testing Services, LLC
32.	Converse, TX	2290 N FM 1516 - North Building # 2	Converse	TX	USA	Moody Lease, Building Lease, San Antonio/Converse, TX (TPT 2013)	TETRA Production Testing Services, LLC
33.	Coraopolis, PA	1187 Thorn Run Ext., Suite 330	Coraopolis	PA	USA	Sublease Detechtion Technologies, Office Lease, Corapolis, PA (TTI 2014)	TETRA Technologies, Inc.
34.	Cuddy, PA	700 Millers Run Road	Cuddy	PA	USA	Cuddy Partners, LP, Yard Lease, Cuddy, PA (TTI 2014)	TETRA Technologies, Inc.
35.	Denver, CO	600 17th Street, Dominion Towers	Denver	СО	USA	CCP BCSP Dominion Property LLC, Office Lease, Denver, CO (TPT 2014)	TETRA Production Testing Services, LLC

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
36.	Elk City, OK	2108 20th Street	Elk City	OK	USA	Beck Real Estate, Lease, Elk City, OK (TTI 2008)	TETRA Technologies, Inc.
37.	Fourchon, LA	191 A.J. Estay Rd.	Fourchon	LA	USA	Martin Operating Partnership, Office/Dock Lease- Fourchon, LA (TTI 2004)	TETRA Technologies, Inc.
38.	Greeley, CO	2826 40th Ave. CO	Greeley	СО	USA	Riggs Group, LLC Residence Lease, Evans, CO-Partridge Ave now Greeley CO 40th Ave. (TTI 2014)	TETRA Technologies, Inc.
39.	Hinton, OK	31970 I-40 Service Rd.	Hinton	OK	USA	Garrison, Terral and Sandy, Lease Agreement, Hinton OK (TPT 2013)	TETRA Production Testing Services, LLC
40.	Union City, PA	16450 Rt 8	Union City	PA	USA	OWNED Union City, PA (Building, Shop, & Parking)	TETRA Production Testing Services, LLC
41.	Houston, TX	1110 Goodnight Trail	Houston	TX	USA	Rental, Inc., Office Lease, Houston, TX- Goodnight Trail (TTI 2012) Subleased	TETRA Technologies, Inc.
42.	Houston, TX	1125 Regional Park Dr.	Houston	TX	USA	Rental, Inc., Office Lease, Houston, TX- Regional Park (TTI 2012) Subleased	TETRA Technologies, Inc.
43.	Houston, TX	1125 Regional Park Dr.	Houston	TX	USA	Sublease Oldcastle, Rental Inc., & TTI, Office Lease, Houston, TX (Regional Park) (TTI 2015)	TETRA Technologies, Inc.
44.	Houston, TX	1110 Goodnight Trail	Houston	TX	USA	Sublease CoorsTek Inc., Rental Inc. (DBA Chapman Family Partnership Seven, LTD), & TTI, Office Lease, Houston, TX (Goodnight Trail) (TTI 2014)	TETRA Technologies, Inc
45.	Johnstown, CO	6766 E County Rd, Lot 2	Johnstown	СО	USA	6766 Partners, LLC, Office Lease, Johnstown, CO (TTI 2013)	TETRA Technologies, Inc.

	Location	Property	City	State or	Country	Leased/Owned	Tenant/Owner
	LUCATION	Address	Gity	Province	Country	Leased/Owned	renant/Owner
46.	Karnes City,	3559 FM 1144	Karnes City	TX	USA	Karnes Logistics, LLC,	TETRA Technologies,
46.	TX	3559 FIVI 1144	Rames City	'^	USA	Yard and Fluids Plant	Inc.
						Lease, Karnes City, TX	
						(TTI 2014)	
47.	Laredo, TX	5451 Hwy 359 &	Laredo	TX	USA	Southern Development	TETRA Production
		Dresser Lane				Properties, Inc., Lease Agreement, Laredo, TX	Testing Services, LLC
						(TPT 2003)	
48.	Mansfield,	2467 S. Main	Mansfield	PA	USA	Kurzejewski, Daniel,	TETRA Technologies,
	PA	Street	marionord		00/1	Office Lease, Mansfield,	Inc.
						PA (TTI 2010)	
49.	Midland, TX	1114 South FM	Midland	TX	USA	WT Commercial	TETRA Production
		1788				Portfolio/ATN, Office	Testing Services, LLC
						Lease, Midland, TX (TPT 2007)	
F0	Midland TV	4106 Clanageles	Midland	TX	USA	Moreno, Rick,	TETDA Tachnologica
50.	Midland, TX	4106 Gleneagles Dr.	Midiarid	'^	USA	Residence Lease,	TETRA Technologies, Inc.
						Midland, TX (TTI 2013)	
51.	Montrose,	505 Grow Avenue	Montrose	PA	USA	The Inn at Montrose,	TETRA Technologies,
	PA					Yard Lease, Montrose,	Inc.
						PA Lay (TTI 2015)	
52.	Morgan City,	7056 S. Railroad	Morgan City	LA	USA	Patterson Tubular	TETRA Technologies,
	LA	Avenue				Services division of Cudd Pressure Control,	Inc.
						IncDock/Warehouse	
						Lease, Morgan City, LA	
						(TTI 2005)	
53.	Morgantown,	800 Heavy Haul	Morgantown	WV	USA	LPG Land &	TETRA Production
	WV	Rd				Development Corp, Ground Lease,	Testing Services, LLC
						Morgantown, WV (UWS	
						2009)	
54.	Morgantown,	800 Heavy Haul	Morgantown	wv	USA	LPG Land &	TETRA Production
	WV	Rd				Development Corp, Building Lease,	Testing Services, LLC
						Morgantown, WV (UWS	
						2009)	
55.	Morgantown,	800 Heavy Haul	Morgantown	wv	USA	LPG Land &	TETRA Production
	WV	Rd.				Development Corp, Ground Lease-	Testing Services, LLC
						Morgantown, WV (UWS	
						2011)	
56.	New	701 Poydras St.	New Orleans	LA	USA	HPT New Orleans OSS,	TETRA Technologies,
	Orleans, LA	#3625				LLC- One Shell Square	Inc.
						Lease - New Orleans, LA (TTI 1996)	

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	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
57.	Oklahoma City, OK	101 Park Avenue, Suite 1010	Oklahoma City	OK	USA	Subleased-101 Park, LLC, Office Lease Suite 1010-Oklahoma City, OK (TTI 2014)	TETRA Technologies, Inc.
58.	Palestine, TX	5315 West Oak Street	Palestine	TX	USA	Lakeshore Realty, Ltd., Lease Agreement , Palestine, TX (TTI 2000)	TETRA Technologies, Inc.
59.	Pecos, TX	2179 South Bickley Ave.	Pecos	TX	USA	2T Partnership, Ltd., Office/Yard Lease, Pecos, TX (TTI 2012)	TETRA Technologies, Inc.
60.	Shoshoni, WY	12613 HWY 789	Shoshoni	WY	USA	Big Bend Land Co., Inc, Office Lease, Shoshoni, WY (Greywolf 2010)	TETRA Production Testing Services, LLC
61.	Tilden, TX	129 PR130 Roark Road	Tilden	TX	USA	Double Shot Ranch/DTB Investments, L.P., Tilden, TX (TTI 2013)	TETRA Technologies, Inc.
62.	TILDEN, TX	100 ROARK	TILDEN	ТХ	USA	OWNED Mobile Homes 7, Statement of Ownership, Tilden, TX (TTI 2014)	TETRA Technologies, Inc.
63.	Venice, LA	433 McDermott Road-Site 36	Venice	LA	USA	Couvillion Group, LLC (LFC), Sublease, Venice, LA (TTI 2014)	TETRA Technologies, Inc.
64.	Watford City, ND	104 14th St. SW	Watford City	ND	USA	One Way Service Rentals LLC, PO not lease, Watford City, ND (TTI)	TETRA Technologies, Inc.
65.	Williston, ND	44th Street West	Williston	ND	USA	Wegley, Myron, Office Lease, Williston, ND (Greywolf 2010)	Greywolf Production Systems, Ltd.
66.	Williston, ND	2202 Timber Street West #207	Williston	ND	USA	Williston Timbers IV, LLC, Residence Lease, Williston, ND #207D (TTI 2014)	TETRA Technologies, Inc.
67.	Williston, ND	2202 Timber Street West #201	Williston	ND	USA	Williston Timbers IV, LLC, Residence Lease, Williston, ND #201D (TTI 2014)	TETRA Technologies, Inc.
68.	Wright, WY	#55 Little Thunder Drive	Wright	WY	USA	Cottonwood Mobile Home, Mobile Home Lease, Wright, WY-#55 Little Thunder Dr. (TTI 2014)	TETRA Technologies, Inc.

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
69.	Wright, WY	#194 Praire View Drive	Wright	WY	USA	Cottonwood Mobile Home, Mobile Home Lease, Wright, WY #194 Praire View (TTI 2014)	TETRA Technologies, Inc.
70.	Wright, WY	#277 Rochelle Ct.	Wright	WY	USA	Cottonwood Mobile Home, Mobile Home Lease, Wright, WY #277 Rochelle Ct. (TTI 2014)	TETRA Technologies, Inc.
71.	Wright, WY	#196 Praire View Drive	Wright	WY	USA	Cottonwood Mobile Home, Mobile Home Lease, Wright, WY #196 Praire View Dr. (TTI 2015)	TETRA Technologies, Inc.
72.	Belle Chasse, LA	10656 Hwy. 23	Belle Chasse	LA	USA	Deep Delta, LLC, Office Lease, Belle Chasse, LA (EPIC 2010)	EPIC Diving & Marine Services, LLC
73.	Broussard, LA	217 Old Farm Lane	Broussard	LA	USA	Sugar Mill Park, LLC, Office Lease, Broussard, LA 217 Old Farm Lane (TAT 2009)	TETRA Applied Technologies, LLC
74.	Broussard, LA	211 Old Farm Lane	Broussard	LA	USA	Troy Hebert , Office Lease, Broussard, LA 211 Old Farm Lane (TAT 2007)	TETRA Applied Technologies, LLC
75.	Fourchon, LA	137 A.J. Estay Rd.	Fourchon	LA	USA	Caillouet Land Corporation, Marine Base Lease, Lafourche, LA (TAT 2012)	TETRA Applied Technologies, LLC
76.	Houma, LA	2075 Bayou Blue Road	Houma	LA	USA	Greene's Energy Group, LLC, Explosives Storage Lease, Houma, LA (TAT 2015)	TETRA Applied Technologies, LLC

Fore	Foreign Locations (Collateral may be located at these locations)								
77.	Helsingborg, SWEDEN	Gasverksgatan 9	Helsingborg	Document available upon request	SWEDEN	Helsingborg, Sweden	TETRA Chemicals Europe ABN		

	Location	Dranastii	Cito	Ctata av		LancadiOumad	Tanan VA
	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
78.	Kokkola, FINLAND	Kemirantie	Kokkola	Document available upon request	FINLAND	Kokkola, Findland-Land Lease Agreement (Blding)	TETRA Chemicals Europe OY
79.	Kokkola, FINLAND	Kerirantie	Kokkola	Document available upon request	FINLAND	Kokkola, Findland Land Lease Agreement	TETRA Chemicals OY
80.	Stephenville, CANADA	Abitibi Access Rd	Stephenville	NFL	CANADA	Newfoundland and Labrador Housing CorpNewfoundland, Canada	TETRA Technologies, Inc.
81.	Aberdeen, UNITED KINGDOM	Point Law Central Road	Aberdeen	Scotland	UNITED KINGDOM	Aberdeen Harbour Board, Ground Lease/Albert Quay Brine Plant, Aberdeen, UK (TTUKL 2012)	TETRA Technologies, U.K. Limited
82.	Aberdeen, UNITED KINGDOM	Brine Plant, Pocra Quay, Footdee	Aberdeen	Scotland	UNITED KINGDOM	Peterson (United Kingdom) Limited Sublease-Pocra Quay	TETRA Technologies, U.K. Limited
83.	Aberdeen, UNITED KINGDOM	A2 Airport Industrial Park- Unit 1A, Howe Moss Drive, Kirkhill Industrial Estate, Dyce	Aberdeen	Scotland	UNITED KINGDOM	Courts Nominees Limited/Aberdeen Unit 1A	TETRA Technologies, U.K. Limited
84.	Aberdeen, UNITED KINGDOM	A2 Airport Industrial Park- Unit 2A, Howe Moss Drive, Kirkhill Industrial Estate, Dyce	Aberdeen	Scotland	UNITED KINGDOM	Courts Nominees Limited/Aberdeen Unit 2A	TETRA Technologies, U.K. Limited
85.	Aberdeen, UNITED KINGDOM	Loch of Loriston, Wellington Road	Aberdeen	Scotland	UNITED KINGDOM	Alexander Duncan Limited-Loch of Loriston	Optima Solutions U.K. Ltd.
86.	Aberdeen, UNITED KINGDOM	Unit DI, Gateway Drive, Aberdeen Gateway Business Park	Aberdeen	Scotland	UNITED KINGDOM	Muir Aberdeen Limited- Aberdeen Gateway Business Park- D1	TETRA Technologies, U.K. Limited
87.	Aberdeen, UNITED KINGDOM	Unit DI, Gateway Drive, Aberdeen Gateway Business Park	Aberdeen	Scotland	UNITED KINGDOM	Cameron Flow Control Technology SUBLEASE,-Aberdeen Gateway (TTUK 2015)	TETRA Technologies, U.K. Limited
88.	Aberdeenshi re, UNITED KINGDOM	Silo Pad 9, South Bay Oil Base, Peterhead	Aberdeenshi re	Scotland	UNITED KINGDOM	ASCO UK LIMITED- Peterhead, Aberdeenshire	TETRA Technologies, U.K. Limited

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
89.	Abidjan, COTE D'IVOIRE	165 Impasse Jupiter, Boulevard de Marseille,18 bp 1521, Abidjan 18	Abidjan	Document available upon request	COTE D'IVOIRE	BOLLORE AFRICA LOGISTICS-Abidjan, Ivory Coast Service	TETRA Netherlands, B.V.
90.	Abidjan, COTE D'IVOIRE	Zone 4C, Canal Street, Lot 667	Abidjan	Document available upon request	COTE D'IVOIRE	Abidjan, Ivory Coast- Unsigned Lease for AptUpper	Staff Apartment for Engineers
91.	Abidjan, COTE D'IVOIRE	Zone 4C, Canal Street, Lot 673/73	Abidjan	Document available upon request	COTE D'IVOIRE	Abidjan, Ivory Coast- Unsigned Lease for Apt. - Bottom	Staff apartment for Engineers
92.	Abidjan, COTE D'IVOIRE	Carbinet Ayela Audit & Counseil Il Plateau, 01	Abidjan	Document available upon request	COTE D'IVOIRE	Petroci Warehouse- Abidjan, Ivory Coast (Missing Lease)	TETRA Netherlands, B.V.
93.	Calgary, CANADA	707 - 7th Avenue SW, Suite 400	Calgary	АВ	CANADA	Mountain Coil Tubing Ltd. & Completion Services Solutions Inc. (Sublessors) & Greywolf Energy Services Ltd Calgary, Alberta Canada	Greywolf Energy Services Ltd.
94.	Clairmont, CANADA	8004 105 Street	Clairmont	Alberta	CANADA	786726 ALBERTA LTD., Office Lease, Clairmont AB (GW 2015)	Greywolf Energy Services Ltd.
95.	Crossfield, CANADA	42 McCool Cresent	Crossfield	AB	CANADA	Valhalla Industries Ltd. Lease-Crossfield, Alberta Canada (GW 2010)	Greywolf Energy Services Ltd.
96.	Dammam, SAUDI ARABIA	2nd Floor of AB Building,near Al- Khobar Driving School,P.O. Box 2925	Dammam	Document available upon request	SAUDI ARABIA	Saudi Arabia- Albinali Building	Ahmad Albinali & Tetra Arabia Co. Ltd.
97.	Dammam, SAUDI ARABIA	2nd Industrial Area, Abqaiq- Hofuf Highway	Dammam	Document available upon request	SAUDI ARABIA	Albinali & Sons Co. Lease Saudi Arabia- Compound (Albinali/TETRA)	Ahmad Albinali & TETRA Arabia Co. Ltd.
98.	Dammam, SAUDI ARABIA	Dhahran Road & King Khalid Road, Flat 14	Dammam	Document available upon request	SAUDI ARABIA	AHMAD N. ALBINALI & SONS-Staff House	Ahmed Al Bin Ali & Tetra Arabia Co. Ltd

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
99.	Dubai, UNITED ARAB EMIRATES	233 Matloob Bldg, Suite 22A	Dubai	Document available upon request	UNITED ARAB EMIRATES	Dubai Office Lease	TETRA International, Inc.
100.	Dubai, UNITED ARAB EMIRATES	Villa No 1124, Green Community DIP	Dubai	Document available upon request	UNITED ARAB EMIRATE S	Employee Residential Lease - Ahmed Kilani	TETRA International, Inc.
101.	Dubai, UNITED ARAB EMIRATES	Villa 84, Al Mahr, Arabian Ranches	Dubai	Document available upon request	UNITED ARAB EMIRATE S	Employee Residential Lease-Ray Houghton	TETRA International, Inc.
102.	Edson, CANADA	4107-15 Ave	Edson	Alberta	CANADA	RE/Max Boxshaw Four Realty, Residential Lease, 4107 Edson, AB (GW 2015)	Greywolf Energy Services Ltd.
103.	Edson, CANADA	53203 Range Road 183	Edson	Alberta	CANADA	RE/Max Boxshaw Four Realty, Residential Lease-Range Road, Edson, AB (GW 2015)	Greywolf Energy Services Ltd.
104.	Edson, CANADA	4155 15 Ave.	Edson	Document available upon request	CANADA	RE/Max Boxshaw Four Realty, Residential Lease, 4155 Edson, AB (GW 2016)	Greywolf Energy Services Ltd.
105.	Erbil, IRAQ	Villa 90, English Village, Gulan St.	Erbil	Document available upon request	IRAQ	Kurdistan-Iraq Office + Staffhouse	Well Tetra for Well Services, LLC
106.	Luanda, ANGOLA	Edificio NASA- Floor 1, Estrada Direita de Cacuaco	Luanda	Document available upon request	ANGOLA	Luanda, Angola Africa	TETRA Madeira, Unipessoal Lda.
107.	Macaé , BRAZIL		Macaé	Rio de Janeiro	BRAZIL	Cezar Augusto da Silva Cucco Lease (TRANSLATION REQUIRED)	TETRA Technologies Do Brasil LTDA.
108.	Manama, BAHRAIN	101 Floor Al Jasrah Tower; Bldg. 95, 14 Road 1702, Area 317, Diplomatic Area	Manama	Document available upon request	BAHRAIN	Prime Lease for Manama, Bahrain	TETRA International, Inc.
109.	Niteroi, BRAZIL	Ilha do Viana S/No. Barreto	Niteroi	Rio de Janeiro	BRAZIL	Empresa Brasileira de Reparos Navais S/A /Renave Plant	TETRA Technologies Do Brasil LTDA.

	Location	Property	City	State or	Country	Leased/Owned	Tenant/Owner
		Address		Province			
110.	Perth, AUSTRALIA	67 Chisholm Crescent, Kewdale, WA 6105	Perth	Document available upon request	AUSTRAL IA	Crane, Darrol Kevin & Sue Lee , Perth, Australia Office Lease, (OSUKL 2009)	Optima Solutions U.K. Ltd.
111.	Poza Rica De Hildalgo, MEXICO	KM297 Carretera, Ejido San Miguel Mecatepec Mexico Tuxpan	Poza Rica De Hildalgo	Veracruz	MEXICO	Contrato de arrendamiento oficina pozarica (need Translation)	TETRA Technologies De Mexico
112.	Reynosa, MEXICO	Carretera Monterrey— Reynosa, KM 2025	Reynosa	Tamaulipas	MEXICO	Contrato de arrendamiento oficina reynosa-needs translation	TETRA Technologies De Mexico
113.	Rio das Ostras, BRAZIL	Km 159 Rodovia Amaral Peixoto	Rio das Ostras	Rio de Janrito	BRAZIL	Getulio Jone da Silva Goulart Lease Agreement (1st amendment)	TETRA Technologies Do Brasil LTDA.
114.	Stavanger, NORWAY	Strandbakken 10, 4070 Randaberg	Stavanger	Document available upon request	NORWAY	Haland Lease Agreement Strandbakken 10 (TTN 2012)	TETRA Technologies Norge
115.	Takoradoi, GHANA	Dupaul Road, Apollo-Apremdu, P O Box Ax 1009	Takoradoi	Document available upon request	GHANA	Ghana Base: Office + Warehouse	TETRA Netherlands, B.V.
116.	Takoradoi, GHANA	Plot 38 Whin Road Extension, Beach Road	Takoradoi	Document available upon request	GHANA	Ghana Staff House Sublease-D Cunningham	TETRA Netherlands, B.V.
117.	Takoradoi, GHANA	Plot No. 27 Whin road Extension, Beach Road	Takoradoi	Document available upon request	GHANA	Ghana Staff House (Beach Road) Sublease	TETRA Netherlands, B.V.
118.	Tihuatlan, MEXICO	Kilometro 7 Carretera al Aeropuerto	Tihuatlan	Veracruz	MEXICO	Contrato De Arrendamiento Base Tihuatlan/Pozarica (needs translation)	TETRA Technologies De Mexico
119.	Tripoli, LIBYAN ARAB JAMAHIRIY A	Khalifa Azzaidi Street, Almadina Building - DHAT EL IMAD COMPLEX- TOWER 3 1ST FL	Tripoli	Document available upon request	LIBYAN ARAB JAMAHIRI YA	Libya Office Sublease Medit - Missing Extensions (Translation required)	TETRA-Medit
120.	Tripoli, LIBYAN ARAB JAMAHIRIY	Sarraj	Tripoli	Document available upon request	LIBYAN ARAB JAMAHIRI YA	Libya Yard-Missing extensions (Translation required)	TETRA Merit

	Location	Property Address	City	State or Province	Country	Leased/Owned	Tenant/Owner
	А						
121.	Tripoli, LIBYAN ARAB JAMAHIRIY A	Document available upon request	Tripoli	Document available upon request	LIBYAN ARAB JAMAHIRI YA	Libya Staff House- Missing Lease	Radhouan
122.	Veracruz, MEXICO	Document available upon request	Veracruz	Document available upon request	MEXICO	Veracruz, Veracruz Mexico Staff House Needs Translation	Production Enhancement Mexico
123.	Veracruz, MEXICO	Document available upon request	Veracruz	Veracruz	MEXICO	Veracruz, Veracruz Mexico Office Lease Needs Translation	Production Enhancement Mexico
124.	Villahermosa , MEXICO	Av. Hierro No.7, Ciudad Industrial, C.P. 86010	Villahermosa	Document available upon request	MEXICO	Tetra Tech Office Lease-Needs Translated	TETRA Technologies De Mexico
125.	Villahermos, MEXICO	Avenida Hierro No.7	Villahermosa	Tabasco	MEXICO	Compressco Office Lease-Needs Translated	Production Enhancement Mexico
126.	Neuquen, ARGENTINA	678 Maizani Av,Barrio Central, Plaza Huinc Plaza Huincul	Neuquen	Document available upon request	ARGENTI NA	SEICCO Lease - Neuquen, Argentina (CDA 2011)	Compressco de Argentina SRL
127.	Neuquen, ARGENTINA	Zapala 69, Plaza Huincul, Neuquen	Neuquen	Document available upon request	ARGENTI NA	Barthez Lease Agreement - Staff House Neuquen, Argentina	Compressco de Argentina SRL

#### **EXHIBIT E**

## **Certificate of Title Property**

Collateral covered by a certificate of title or subject to any certificate of title law that is included within the definition of Excluded Assets (the aggregate book value of such Collateral is less than or equal to \$3,000,000).

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# **EXHIBIT F**

#### **Prior Names**

[Include any prior names or prior jurisdictions of organization within the last 5 years]

Name	Prior Names	Trade Names		
TETRA TECHNOLOGIES,	none	TETRA Water Management,		
INC.,		Inc.(ND); Delaware TETRA		
		Technologies, Inc. (CA);		
		TETRA Steel; Optima;		
		TETRA Chemicals		
TETRA INTERNATIONAL	none			
INCORPORATED				
EPIC DIVING & MARINE	none	Epic Divers & Marine, a		
SERVICES, LLC		TETRA Company; Epic		
<u> </u>		Divers		
TETRA PRODUCTION		Eastern Reservoir Services		
TESTING SERVICES, LLC		FOT C 4': C '		
	none	EOT Cutting Services, a		
TETD A ADDI IED		TETRA Company; TETRA		
TETRA APPLIED		Concrete Cutting &		
TECHNOLOGIES, LLC		Demolition Service; TETRA		
		Offshore; TETRA Offshore Services		
COMPRESSCO FIELD	Compressco Field Services,			
SERVICES, L.L.C.	Inc.	none		
CSI COMPRESSCO GP INC.	Compressco Partners GP, Inc.	none		
est com resseo di nve.	Compresseo Partners  Compresseo Partners	none		
CSI COMPRESSCO	Manufacturing, LLC;	none		
INVESTMENT LLC	Compressco Partners			
	Investment LLC			
COMPRESSCO TESTING	none	none		
L.L.C.	non-	none.		
COMPRESSCO, INC.	none	none		
MARITECH RESOURCES,	Maritech Resources, Inc.	none		
LLC	ŕ			
TETRA - HAMILTON FRAC	none	none		
WATER SERVICES, LLC				
TETRA APPLIED HOLDING	none	none		
COMPANY				
TETRA FINANCIAL	none	none		
SERVICES, INC.				
TETRA FOREIGN	none	none		
INVESTMENTS, LLC				

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Name	Prior Names	Trade Names
TETRA	none	none
MICRONUTRIENTS, INC.		
TETRA PROCESS	none	none
SERVICES, L.C.		
T-PRODUCTION TESTING,	none	none
LLC		
TSB OFFSHORE, INC.	none	none

 $\underline{\textbf{EXHIBIT G}}$  Taxpayer Identification Numbers and Organizational Numbers

74-2148293 76-0341653 72-1612501 81-0545621 75-2255844	0907784 225598 4114193 4377968
76-0341653 72-1612501 81-0545621	225598 4114193 4377968
72-1612501 81-0545621	4114193 4377968
72-1612501 81-0545621	4114193 4377968
81-0545621	4377968
81-0545621	4377968
75-2255844	
	4377967
	1.5.1,7507
73-1334889	3512386291
94-3450899	4617910
30-0515322	4624739
73-1575256	3500629425
72-1235449	2312041141
76-0622001	3116161
20-8746905	3512135438
26-0040864	3473310
76-0676022	2499258
22.0244060	4400076
32-0244868	4499956
76.0262000	0110272000
70-0303802	0118372800
76.0381042	0700121122
70-0301043	0/00121122
76-0639366	0706427422
70 0037300	0,0042,422
35-2411866	4967650
	73-1334889 94-3450899 30-0515322 73-1575256 72-1235449

#### **ASSUMPTION AGREEMENT**

This ASSUMPTION AGREEMENT (the "Assumption Agreement"), dated as of [\_\_\_\_], 20\_\_ by [\_\_\_\_] (the "Additional Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Secured Party (in such capacity, the "Secured Party"). All capitalized terms not defined herein have the meaning ascribed to them in the Security Agreement referred to below.

- A. In connection with the Credit Agreement and the Note Purchase Agreement, Grantors are party to that certain Security Agreement, dated as of July 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party.
- B. The Credit Agreement and the Note Purchase Agreement require the Additional Grantor to become a party to the Security Agreement.
- C. The Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Security Agreement.

#### ACCORDINGLY, IT IS AGREED:

- 1. <u>Security Agreement</u>. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 4.1(o) of the Security Agreement, hereby becomes a party to the Security Agreement as a "Grantor" thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder and grants a security interest to the Secured Party, as provided therein, in all of its right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the obligations related to the Debt. The information set forth in <u>Annex 1-A</u> hereto is hereby added to the information set forth in the appropriate Exhibits to the Security Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Article 3 of the Security Agreement is, as to itself, true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.
- 2. <u>GOVERNING LAW</u>. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

HOU:0013182/00137:1774462v7 NY\7720491.2 IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

# [ADDITIONAL GRANTOR]

**TRADEMARK REEL: 005829 FRAME: 0653** 

RECORDED: 07/06/2016