OP \$340.00 86571565

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM405179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 2 to Pledge * Security Agreement Dated 02/14/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axon EP, Inc.		10/28/2016	Corporation: TEXAS
Axon Technologies, Inc.		10/28/2016	Corporation: TEXAS
Axon Tubular Products, Inc.		10/28/2016	Corporation: TEXAS
Drilling Controls, LLC	FORMERLY Drilling Controls, Inc.	10/28/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86571565	AXON
Registration Number:	4381913	THE ALTERNATIVE
Registration Number:	4874740	R4
Registration Number:	4739500	PRODUCTS THAT PERFORM
Registration Number:	4739499	ALTERNATIVE THINKING
Registration Number:	4739498	AFTERMARKET IS NOT AN AFTERTHOUGHT
Registration Number:	4645728	GORILLA
Registration Number:	4462245	RIGSCOPE
Registration Number:	2978822	RIG HAND
Registration Number:	4424017	TYPE '80
Registration Number:	1907059	TR
Registration Number:	1907095	J-LINE
Registration Number:	1911217	SUPER-T

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2125086101

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: (713) 221-3306

Email: docketing@bracewelllaw.com
Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

NAME OF SUBMITTER:	Lucy Tyson, Esq.
SIGNATURE:	/Lucy Tyson/
DATE SIGNED:	11/11/2016

Total Attachments: 24

source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page1.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page2.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page3.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page4.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page5.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page6.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page7.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page8.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page9.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page10.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page11.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page12.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page13.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page14.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page15.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page16.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page17.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page18.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page19.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page20.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page21.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page22.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page23.tif source=Supplement No. 2 to Pledge Security Agreement (FOR FILING)#page24.tif

SUPPLEMENT NO. 2 TO PLEDGE AND SECURITY AGREEMENT

SUPPLEMENT NO. 2 dated as of October 28, 2016 (this "Supplement"), to the Pledge and Security Agreement dated as of February 14, 2012 (as amended, supplemented, restated, or otherwise modified from time to time, the "Security Agreement"), among Axon Pressure Products, Inc., a Texas corporation, Axon Canadian Holdings Inc., an Alberta corporation, Axon Rig Concept and Design, LLC, a Texas limited liability company, and Axon Well Intervention Products, Inc., a Texas corporation (each, a "Borrower" and collectively, the "Borrowers"), Axon Energy Products AS, a corporation organized under the laws of Norway (the "Parent"), certain subsidiaries of the Parent and other Affiliates of the Borrowers party thereto from time to time (collectively with the Borrowers and the Parent, the "Grantors" and individually, a "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to herein).

Reference is made to that certain Credit Agreement, dated as of February 14, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrowers, the lenders party thereto from time to time (the "<u>Lenders</u>"), the Administrative Agent, Wells Fargo Bank, N.A., as the issuing lender and the swing line lender.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

Section 7.10 of the Security Agreement provides that additional Subsidiaries of the Parent and other Affiliates of a Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the undersigned Subsidiary of the Parent and Affiliate of the Borrowers (collectively, the "New Grantors", and each, a "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement.

Furthermore, pursuant to Section 5.6 of the Credit Agreement, the equity holder of each Subsidiary of each Credit Party and certain other Affiliates of the Borrowers that were not in existence on the date of the Credit Agreement is required to enter into the Security Agreement as a Grantor, or supplement its Collateral (as defined in the Security Agreement), to pledge the equity of such new Subsidiary. Pursuant to Section 5.7 of the Credit Agreement, each Credit Party shall take such actions necessary to create, perfect and maintain an Acceptable Security Interest in favor of the Administrative Agent in the Collateral. Axon Energy Products AS, a company formed under the laws of Norway and Axon Pressure Products Inc., a Texas corporation (the "Existing Grantors"; and together with the New Grantors, each a "Specific Grantor" and, collectively, the "Specific Grantors"), is executing this Supplement in accordance with the requirements of the Credit Agreement to supplement its Collateral under the Security Agreement.

Accordingly, the Administrative Agent and the Specific Grantors agree as follows:

Section 1. Each Existing Grantor by its signature below (i) hereby agrees that, except as supplemented and renewed hereby, all of the terms, obligations, rights and conditions of the Security Agreement have not been amended in any way and are and will remain binding upon, and enforceable against such Existing Grantor (ii) reaffirms all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (iii) after giving effect to this Supplement, represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof in all material respects.

Section 2. Each Existing Grantor agrees that the terms "Pledged Property", "Pledged Interests", and "Pledged Shares" as used in the Security Agreement are hereby supplemented to include,

and each Existing Grantor hereby pledges to the Administrative Agent, and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on all of the Existing Grantor's right, title and interest in and to, all of its Equity Interests (as defined in the Security Agreement) or any other ownership interest described in, and set forth on, <u>Schedule I</u>, attached hereto and incorporated herein.

- Section 3. In accordance with Section 7.10 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby agrees (a) to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Security Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns as provided in the Security Agreement, a continuing security interest in and Lien on all of such New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of such New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantors. The Security Agreement is hereby incorporated herein by reference.
- Section 4. Each Specific Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- Section 5. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the Specific Grantors and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.
- Section 6. Each Specific Grantor hereby agrees that the schedules attached to the Security Agreement are hereby supplemented by the corresponding schedules attached to this Supplement. Each Specific Grantor hereby represents and warrants that the information provided in the schedules attached hereto are true and correct as of the date hereof.
- Section 7. Each Specific Grantor hereby expressly acknowledges and agrees to the terms of Section 6.3. (Indemnity and Expenses) of the Security Agreement and expressly acknowledges the irrevocable proxy provided in Section 4.1(e) of the Security Agreement. In furtherance thereof, EACH SPECIFIC GRANTOR HEREBY GRANTS THE ADMINISTRATIVE AGENT AN IRREVOCABLE PROXY (WHICH IRREVOCABLE PROXY SHALL CONTINUE IN EFFECT UNTIL THE TERMINATION DATE) EXERCISABLE UNDER THE CIRCUMSTANCES PROVIDED IN SECTION 4.1 OF THE SECURITY AGREEMENT, TO VOTE THE PLEDGED SHARES, PLEDGED INTERESTS, INVESTMENT PROPERTY AND SUCH OTHER COLLATERAL.
- Section 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

Section 9. This Supplement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. Each New Grantor hereby agrees that service of copies of the summons and complaint and any other process which may be served in any such action or proceeding may be made by mailing or delivering a copy of such process to such New Grantor's corporate headquarters at 8909 Jackrabbit Road, Houston, Texas 77095. Nothing in this Section shall affect the rights of any Secured Party to serve legal process in any other manner permitted by the law or affect the right of any Secured Party to bring any action or proceeding against any New Grantor or its Property in the courts of any other jurisdiction.

Section 10. Each of the Grantors irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent or any Secured Party in any way relating to this Supplement or the Security Agreement or any of the matters or transactions contemplated hereby, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Legal Requirement, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirement. Nothing in this Supplement shall affect any right that the Administrative Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this Supplement against any Grantor or its properties in the courts of any jurisdiction. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to the applicable parties will be effective service of process against such party for any action or proceeding relating to any such dispute. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirement, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Supplement or the Security Agreement in any court referred to in this Section 10. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirement, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 11. EACH NEW GRANTOR HEREBY ACKNOWLEDGES THAT THEY HAVE BEEN REPRESENTED BY AND HAVE CONSULTED WITH COUNSEL OF THEIR CHOICE, AND HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENT OR THE SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 12. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 13. All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to each New Grantor shall be given to it at the address set forth under its signature hereto.

Section 14. Each Specific Grantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

THIS SUPPLEMENT, THE SECURITY AGREEMENT AND THE OTHER CREDIT DOCUMENTS, AS DEFINED IN THE CREDIT AGREEMENT REFERRED TO IN THIS SUPPLEMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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

IN WITNESS WHEREOF, the Specific Grantors and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

EXISTING GRANTORS:

AXON PRESSURE PRODUCTS, INC., a Texas corporation
By: Mucl Name: JEFF MERECKA Title: CFO
AXON RIG CONCEPT & DESIGN, LLC (f/k/a AXON RIG CONCEPT & DESIGN, INC.), a Texas limited liability company
By: Mulel Name: DEFF MERECKA Title: CFO
AXON WELL INTERVENTION PRODUCTS, INC., a Texas corporation
By: Mull Name: JEFF MERECKA Title: 40
AXON DOWNHOLE PRODUCTS, INC. (f/k/a AXON DOWNHOLE TOOLS, INC.), a Texas corporation
By: Much Name: JEFF MEKELKA Title: CFO
AXON DRILLING PRODUCTS, INC., a Texas corporation
By: Meucl

AXON EP, INC., a Texas corporation By: Name: Title: AXON TECHNOLOGIES, INC., a Texas corporation Name: Title: AXON TUBULAR PRODUCTS, INC., a Texas corporation Name: Title: DRILLING CONTROLS, LLC (f/k/a DRILLING CONTROLS, INC.), a Texas limited liability company Title: SCREEN LOGIX, LLC, a Texas limited liability company

Name: Title:

AXON PRESSURE PRODUCTS-HOUMA, LLC (f/k/a AXON PRESSURE PRODUCTS-HOUMA, INC.) (f/k/a VIKING MANUFACTURING AND MACHINERY INDUSTRIES, INC.), a Louisiana limited liability company

~ Mhad	
By: /// /MUL	
Name: SEFF KERECKA	
Title: CFO	

AXON DOWNHOLE PRODUCTS INC. (f/k/a AXON DOWNHOLE TOOLS INC.), a company formed under the laws of Alberta

	Mall //
By:	////lee
Name:_	MEFF MERECKA
Title:	CEO

AXON DRILLING PRODUCTS, INC., a company formed under the laws of Alberta

By:	Mul	
Name:	15aFF MERBURI	7
Title:	·CFO	

SMITH DRILLING SYSTEMS LTD., a company formed under the laws of the British Virgin Islands

By:	Meuc
Name:	VJEFFMERECKA
Title:	C FO

AXON ENERGY PRODUCTS (UK) LIMITED, a company incorporated in registered in England and Wales with company number 06529974

By: Muse Name: DEFF MERECICA
Title: FO

AXON FRANCE SAS, a company formed under the laws of France

By: Musical Name: SEFEMERICA Title: SEC.

AXON WELL INTERVENTION PRODUCTS HOLDINGS AS, a company formed under the laws of Norway

By: Name: JEFF MERECKA
Title: FO

AXON ENERGY PRODUCTS AS, a company formed under the laws of Norway

By: Muy
Name: JEFF HERECKA
Title: FO

NEW GRANTORS:

	DIAN HOLDINGS INC., a company e laws of Alberta
By:	en feren
	S Sam Houston Park Dr. , Ste. 210 ston, Texas 77064
	ING PRODUCTS, INC., a company e laws of Alberta
By: M Name: JE Title: CE	lud FEMERECKA O
***************************************	3 Sam Houston Park Dr., Ste. 210 ton, Texas 77064
	N SOLUTIONS INC., a company e laws of Alberta
By:	er neretta
***************************************	3 Sam Houston Park Dr., Ste 210 ston, Texas 77064

PRESSURE HOLDINGS, INC., a Texas corporation

	tral
Ву:	Milled
Name:	KTEFF MCRECKA
Title:	1 CFO
Address:	10343 Sam Houston Park Dr., Ste 210
	Houston Texas 77064

WELLS	FARGO	BANK,	, NATIONAL
ASSOCI	ATION,	as Admi	inistrative Agent

By: AM AMB

SCHEDULE III – A to Supplement No. 2 to Pledge and Security Agreement

INTELLECTUAL PROPERTY COLLATERAL

Intellectual Property:

Patent Collateral.

Axon Tubular Products, Inc.	Axon Pressure Products, Inc.	Axon Well Intervention Products, Inc.	Axon Well Intervention Products, Inc.	Axon Drilling Products, Inc	Credit Party
Allowed	Granted	Published	Granted	Granted	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation
US	US	SN	US	US	Country
13/871619	13/631175	13/342657	13/082565	10/403972	Scrial No.
26-Apr-13	14-Apr-15	03-Jan-12	12-Apr-16	05-Jul-05	Issued Date
26-Apr-14	14-Apr-15		06-Apr-23	28-Mar-23	Expiration Date
Pacheco, Cain	Pendleton, Gary; Stratulate, Gary	Pendleton, Gary	Pendleton, Gary	Nielsen, Shawn James; Dobrijevic, Sinisa	Inventor(s)

Schedule III to Supplement No. 2 to Pledge and Security Agreement - Axon Pressure Products, Inc. et al

Holland, Jr., William R.		10-Jun-15	14/735448	US	Published	Axon Pressure Products, Inc.
Walker, Jeffrey Earl		08-May-15	14/707906	US	Pending	Screen Logix, LLC
Holland, Jr., William R.		21-Apr-15	14/692370	US	Pending	Axon Pressure Products, Inc.
Pendleton, Gary; Stratulate, Gary		10-Mar-15	14/642899	US	Published	Axon Pressure Products, Inc.
Leitko, Curtis; Pittard, Gerry; Mallard, Rory		25-Feb-15	14/631471	US	Allowed	Axon Downhole Products, Inc.
Leitko, Curtis; Pittard, Gerry; Mallard, Rory		25-Feb-15	14/631421	US	Published	Axon Downhole Products, Inc.
Pacheco, Cain	26-Apr-33	16-Aug-16	14/456018	US	Granted	Axon Tubular Products, Inc.
Pendleton, Gary		10-Apr-14	14/250156	US	Published	Axon Well Intervention Products, Inc.
Pendleton, Gary; Stratulate, Gary		14-Mar-16	14/211155	US	Published	Axon Drilling Products, Inc.
Inventor(s)	Expiration Date	Issued Date	Scrial No.	Country	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Credit Party

Pendleton, Gary		06-Apr-12	2832590	CA	Pending	Axon Well Intervention Products, Inc.
Nielsen, Shawn James; Dobrijevic, Sinisa	03-Jul-22	30-Sep-02	2390365	CA	Granted	Axon Drilling Products, Inc.
Pendleton, Gary	08-Apr-17	08-Apr-16	62/320144	US	Pending	Axon Pressure Products, Inc.
Holland, Jr., William R.; Shows, Jess W.; Franks, Bradford S.		08-Sep-15	29/538730	Sn	Pending	Axon Pressure Products, Inc.
Pendleton, Gary		03-Mar-16	15/060095	SN	Published	Axon Well Intervention Products, Inc.
Holland, Jr., William R.; Shows, Jess W.; Franks, Bradford S.		08-Sep-15	14/847192	Sn	Pending	Axon Pressure Products, Inc.
Holland, Jr., William R.; Shows, Jess W.; Franks, Bradford S.		04-Sep-15	14/846220	SN	Pending	Axon Pressure Products, Inc.
Inventor(s)	Expiration Date	Issued Date	Serial No.	Country	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Credit Party

Pendleton, Gary	28-Oct-13	201280020861.5	CN	Pending	Axon Well Intervention Products, Inc.
Pendleton, Gary; Stratulate, Gary	14-Mar-14	112015023677.4	BR	Pending	Axon Drilling Products, Inc.
Pendleton, Gary; Stratulate, Gary	08-Jun-12	112013031563.6	BR	Pending	Axon Pressure Products, Inc.
Binmore, Ian Rex	22-Nov-11	112013012700.7	BR	Pending	Axon Tubular Products, Inc.
Pendleton, Gary	11-Apr-14	2014250847	UA	Pending	Axon Well Intervention Products, Inc.
Pendleton, Gary; Stratulate, Gary	08-Jun-12	2012267736	AU	Pending	Axon Pressure Products, Inc.
Pendleton, Gary	11-Apr-14	2906981	CA	Pending	Axon Well Intervention Products, Inc.
Pendleton, Gary; Stratulate, Gary	14-Mar-14	2903865	CA	Pending	Axon Drilling Products, Inc.
Pendleton, Gary; Stratulate, Gary	08-Jun-12	2838042	CA	Pending	Axon Pressure Products, Inc.
Pendleton, Gary	06-Apr-12	2833933	CA	Pending	Axon Well Intervention Products, Inc.
Expiration Inventor(s) Date	Issued Date Exp	Serial No.	Country	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Credit Party

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Credit Party	Axon Well Intervention Products, Inc.	Axon Pressure Products, Inc.	Axon Drilling Products, Inc.	Axon Well Intervention Products, Inc.	Axon Pressure Products, Inc.	Axon Pressure Products, Inc.	Axon Pressure Products, Inc.
Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Published	Published	Published	Published	Pending	Granted	Granted
Country	CN	CN	CN	CN	CN	CN	EM
Scriul No.	201280028009.2	201280036126.3	201480017335.2	201480018678.0	201610804019.0	201630063762.6	003007160.0001
Issued Date	06-Apr-12	08-Jun-12	14-Mar-14	11-Apr-14	06-Sep-16	27-Jul-16	29-Feb-16
Expiration Date						08-Mar-26	28-Feb-41
Inventor(s)	Pendleton, Gary	Pendleton, Gary; Stratulate, Gary	Pendleton, Gary; Stratulate, Gary	Pendleton, Gary	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.

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Credit Party	Axon Well Intervention Products, Inc.	Axon Well Intervention Products, Inc.	Axon Pressure Products, Inc.	Axon Drilling Products, Inc.	Axon Pressure Products, Inc.	Axon Tubular Products, Inc.	Axon Tubular Products, Inc.	Axon Pressure Products, Inc.
Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Published	Published	Published	Published	Pending	Unfiled	Unfiled	Pending
Country	EP	EP	EP	EP	EP	FR	GB	Z
Scrial No.	12768564.2	12776777.0	12797645.4	14768983.0	16187922.6			201614025826
Issued Date	06-Apr-12	06-Apr-12	08-Jun-12	14-Mar-14	08-Sep-16			28-Jul-16
Expiration Date								
Inventor(s)	Pendleton, Gary	Pendleton, Gary	Pendleton, Gary; Stratulate, Gary	Pendleton, Gary; Stratulate, Gary	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Pacheco, Cain	Pacheco, Cain	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.

Credit Party	Axon Pressure Products, Inc.	Axon Pressure Products, Inc.	Axon Tubular Products, Inc.	Axon Well Intervention Products, Inc.	Axon Tubular Products, Inc.	Axon Tubular Products, Inc.	Axon Tubular Products, Inc.	Axon Well Intervention Products, Inc.	Axon Pressure Products, Inc.
Notation of Whether It Is a Patent, Pending Patent Application. or Patent Applications in Preparation	Pending	Granted	Published	Pending	Pending	Unfiled	Unfiled	Unfiled	Granted
Country	Z	XW	MX	XM	NG	NL	NO	NO	NO
Scrial No.	281207	MX/a/2013/014286	MX/a/2014/013034	MX/a/2015/014243	NG/PT/C/2014/626				20160239
Issued Date	07-Mar-16	21-Jan-16	26-Apr-13	11-Apr-14	26-Apr-13				14-Jul-16
Expiration Date		08-Jun-32							07-Mar-41
Inventor(s)	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Pendleton, Gary; Stratulate, Gary	Pacheco, Cain	Pendleton, Gary	Pacheco, Cain	Pacheco, Cain	Pacheco, Cain	Pendleton, Gary	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.

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Axon Energy Products UK, Ltd.	Axon Energy Products UK, Ltd.	Axon Energy Products UK Ltd.	Axon Pressure Products, Inc.	Axon Drilling Products, Inc.	Axon Pressure Products, Inc.	Axon Pressure Products, Inc.	Axon Drilling Products, Inc.	Credit Party
Published	Published	Published	Granted	Pending	Pending	Pending	Pending	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation
WO	WO	WO	SG	SG	RU	RU	RU	Country
PCT/GB2015/05008	PCT/GB2014/05235	PCT/GB2014/05229	201309047.7	11201507094U	2016500767	2016135289	2015140947	Scrial No.
15-Jan-15	31-Jul-14	25-Jul-14	28-Jul-16	14-Mar-14	03-Mar-16	31-Aug-16	14-Mar-14	Issued Date
			08-Jun-32					Expiration Date
Lynch, Jonathan Campbell, Paul	Campbell, Paul	Lynch, Jonathan Campbell, Paul	Pendleton, Gary; Stratulate, Gary	Pendleton, Gary; Stratulate, Gary	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Holland, William R.; Shows, Jesse W.; Franks, Bradford S.	Pendleton, Gary; Stratulate, Gary	Inventor(s)

Credit Parry Whether It Is a Patent Applications in Preparation Axon Pressure Products, Inc. Pending WO PCT/US2015/03489 PCT/US2016/02292 PCT/US2016/02292 PCT/US2016/02292 PCT/US2016/02292 PCT/US2016/02292 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/02622 PCT/US2016/04218 PO-Apr-16 William R. Wolliam R. Holland, Jr., William R. Wolliam R. Holland, Jr., William R.						
on of rIt Is a Pending plication teem attoin Country Serial No. Issued Date Expiration d WO PCT/US2015/03489 09-Jun-15 Date WO PCT/US2016/02292 17-Mar-16 Word PCT/US2016/02292 WO PCT/US2016/02622 06-Apr-16 Word PCT/US2016/02919 WO PCT/US2016/02919 25-Apr-16 Word PCT/US2016/04218 WO PCT/US2016/04218 14-Jul-16 Word PCT/US2016/04218	Credit Party	Axon Pressure Products, Inc.	Axon Drilling Products, Inc.	Axon Pressure Products, Inc.	Screen Logix, LLC	Axon Pressure Products, Inc.
Issued Date Expiration PCT/US2015/03489 09-Jun-15 PCT/US2016/02292 17-Mar-16 PCT/US2016/02622 06-Apr-16 PCT/US2016/02919 25-Apr-16 PCT/US2016/04218 14-Jul-16 PCT/US2016/04218 14-Jul-16	Notation of Whether It Is a Patent, Pending Patent Application, or Patent Applications in Preparation	Published	Pending	Pending	Pending	Pending
Serial No. Issued Date Expiration Date CT/US2015/03489 09-Jun-15 CT/US2016/02292 17-Mar-16 CT/US2016/02622 06-Apr-16 CT/US2016/02919 25-Apr-16 CT/US2016/04218 14-Jul-16	Country	WO	WO	WO	WO	WO
te Expiration Date	Scrial No.	PCT/US2015/03489	PCT/US2016/02292 6	PCT/US2016/02622 7	PCT/US2016/02919	PCT/US2016/04218
	Issued Date	09-Jun-15	17-Mar-16	06-Apr-16	25-Apr-16	14-Jul-16
Holland, Jr., William R. Sanchez, Jorge L.; Mancini, Miguel A. Holland, Jr., William R. Walker, Jeffrey Earl Holland, Jr., Walker, R.	Expiration Date					
	Inventor(s)	Holland, Jr., William R.	Sanchez, Jorge L.; Mancini, Miguel A.	Holland, Jr., William R.	Walker, Jeffrey Earl	Holland, Jr., William R.

Schedule III to Supplement No. 2 to Pledge and Security Agreement - Axon Pressure Products, Inc. et al

Trademark Collateral

Item B.

Trademark	Serial Number	Registration Number
AXON	86/571,565	
THE ALTERNATIVE	85/328,435	4,381,913
Z	85/827,275	4,874,740
PRODUCTS THAT PERFORM	85/809,770	4,739,500

SCHEDULE III – B to Supplement No. 2 to Pledge and Security Agreement

	RIGSCOPE	GORILLA	AFTERMARKET IS NOT AN AFTERTHOUGHT	ALTERNATIVE THINKING	Trademark
78/250,833	85/939,729	85/827,285	T 85/809,768	85/809,769	Serial Number
2,978,822	4,462,245	4,645,728	4,739,498	4,739,499	Registration Number

Trademark	Serial Number	Registration Number
TYPE '80	85/692,502	4,424,017
TR	74/553,159	1,907,059
J-LINE	74/553,169	1,907,095
SUPER-T	74/553,160	1,911,217

None.

Schedule III to Supplement No. 2 to Pledge and Security Agreement - Axon Pressure Products, Inc. et al

RECORDED: 11/11/2016

Item C. Copyright Collateral.

TRADEMARK **REEL: 005921 FRAME: 0809**

SCHEDULE III – C to Supplement No. 2 to Pledge and Security Agreement