

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parker Drilling Company		03/26/2019	Corporation: DELAWARE
Parker Technology, Inc.		03/26/2019	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	14th Floor Mail Code: TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1624045	AT-2000-E	
Registration Number:	1059695	HELI-HOIST	
Registration Number:	1181601	PARKER	
Registration Number:	1156814	PD	
Registration Number:	4185947	PARKER DRILLING	
Serial Number:	87139828	PARKER ENERGY SERVICES	
Serial Number:	87751624	PARKER	
Serial Number:	87751576	PARKER THE STRENGTH BEHIND ENERGY	
Registration Number:	1309701	OIME	
Registration Number:	1540886	PARTECH	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
TRADEMARK			

CH \$265.00 1624045

Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	BAN177-58017
NAME OF SUBMITTER:	Sean M. Hill
SIGNATURE:	/Sean M. Hill/
DATE SIGNED:	05/28/2019
Total Attachments: 7 source=Tab 08. Trademark Security Agreement#page1.tif source=Tab 08. Trademark Security Agreement#page2.tif source=Tab 08. Trademark Security Agreement#page3.tif source=Tab 08. Trademark Security Agreement#page4.tif source=Tab 08. Trademark Security Agreement#page5.tif source=Tab 08. Trademark Security Agreement#page6.tif source=Tab 08. Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 26, 2019 (this "Agreement"), is made by Parker Drilling Company, a Delaware corporation ("Parker"), and Parker Technology, Inc., an Oklahoma corporation (together with Parker, collectively, the "Grantors" and, each individually, a "Grantor"), in favor of Bank of America, N.A., as Administrative Agent for each of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 26, 2019, by and among the Grantors, the other Loan Parties party thereto, the Administrative Agent, the lenders party thereto, the L/C Issuers, and the other Persons from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Borrowers, the Grantors and the other Subsidiary Guarantors entered into a Pledge and Security Agreement dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for its benefit and the benefit of each other Secured Party, a continuing security interest in all of each Grantor's right, title and interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest in the following property, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including,

without limitation, the registrations and applications listed in Schedule A attached hereto, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing;

(b) all Trademark Licenses and other agreements for the grant by or to any Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE

APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PARKER DRILLING COMPANY,
as Grantor

By: Michael W. Sumruld
Name: Michael W. Sumruld
Title: Senior Vice President and Chief
Financial Officer

STATE OF TEXAS

COUNTY OF HARRIS

On this 21st day of March, 2019, before me, the undersigned Notary Public, personally came and appeared Michael W. Sumruld, the duly authorized Senior Vice President and Chief Financial Officer of Parker Drilling Company, and that they signed the foregoing Trademark Security Agreement with full authorization by its Board of Directors and that the foregoing Trademark Security Agreement is the free and voluntary act and deed of said company for the uses, purposes and covenants therein expressed



Patricia Pridden
Notary Public

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006654 FRAME: 0766

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PARKER TECHNOLOGY, INC.,
as Grantor

By: *David W. Tucker*
Name: David W. Tucker
Title: Vice President and Treasurer

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of March, 2019, before me, the undersigned Notary Public, personally came and appeared David W. Tucker, the duly authorized Vice President and Treasurer of Parker Technology, Inc., and that they signed the foregoing Trademark Security Agreement with full authorization by its Board of Directors and that the foregoing Trademark Security Agreement is the free and voluntary act and deed of said company for the uses, purposes and covenants therein expressed



Patricia Pridden
Notary Public

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006654 FRAME: 0767

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Terrance O. McKinney




Title: Senior Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006654 FRAME: 0768

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks							
Trademark	Country	Registered ? [Yes or No]	Serial No.	Filing Date	Registration No.	Registration Date	Grantor
AT-2000-E	USA	Yes	73/782,427	02/23/1989	1,624,045	11/20/1990	Parker Drilling Company
HELI-HOIST	USA	Yes	72/461,173	06/25/1973	1,059,695	02/15/1977	Parker Drilling Company
OIME	Oklahoma	Yes	17120	05/27/1981	31457 (12006455)	04/19/1991	Parker Drilling Company
PARCO	Oklahoma	Yes	17119	05/27/1981	31330 (12006341)	05/27/2011	Parker Drilling Company
PARKER	USA	Yes	73/252,172	03/03/1980	1,181,601	12/08/1981	Parker Drilling Company
PD & DESIGN 	USA	Yes	73/237,740	06/02/1981	1,156,814	06/02/1981	Parker Drilling Company
PARKER DRILLING	USA	Yes	85/494,086	12/13/2011	4,185,947	08/07/2012	Parker Drilling Company
Parker Energy Services	USA	No	87/139,828	08/16/2016			Parker Drilling Company
Parker 	USA	No	87/751,624	01/11/2018			Parker Drilling Company
PARKER THE STRENGTH BEHIND ENERGY 	USA	No	87/751,576	01/11/2018			Parker Drilling Company

Trademarks							
Trademark	Country	Registered ? [Yes or No]	Serial No.	Filing Date	Registration No.	Registration Date	Grantor
OIME & DESIGN 	USA	Yes	73/460,366	01/10/1984	1,309,701	12/18/1984	Parker Technology, Inc.
PARTECH	USA	Yes	73/747,785	08/23/1988	1,540,886	05/23/1989	Parker Technology, Inc.