

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEATHERFORD TECHNOLOGY HOLDINGS, LLC		07/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4459322	FOUR TENETS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2203		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		
SIGNATURE:	/GD/		
DATE SIGNED:	07/03/2019		
Total Attachments: 4			

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**CONFIRMATORY GRANT OF SECOND LIEN SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of July 3, 2019 by and from Weatherford Technology Holdings, LLC (the "Grantor") to and in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Grantee") for itself and on behalf and for the benefit of the other Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Weatherford International plc, an Irish public limited company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("WIL-Ireland"), Weatherford International Ltd., WOFS Insurance Limited, the other Subsidiaries of WIL-Ireland from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as a Swingline Lender, and the Issuing Banks from time to time party thereto are parties to the Amended and Restated Credit Agreement dated as of May 9, 2016, as amended by (i) Amendment No. 1 to Amended and Restated Credit Agreement, dated as of July 19, 2016, (ii) Amendment No. 2 to Amended and Restated Credit Agreement, dated as of April 17, 2017, (iii) Joinder Agreement, dated as of September 7, 2017, (vi) Amendment No. 3 to Amended and Restated Credit Agreement, dated as of August 16, 2018 and (v) the Forbearance Agreement referred to below (as so amended and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other grantors from time to time party thereto have entered into the Second Lien U.S. Pledge and Security Agreement dated as of July 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns certain Trademarks (as defined in the Security Agreement), including without limitation the Trademarks listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon Payment in Full, which, for this purpose, shall include the indefeasible payment in full of the Swap Obligations (or the arrangement of alternative collateral arrangements or the novation of the Swap Obligations, in each case, satisfactory to the holder of such

Swap Obligations in its sole discretion), the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant. Notwithstanding the foregoing, the security interest in the Trademarks acquired under this Confirmatory Grant shall automatically be released and the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, evidencing such release, in each case, to the extent provided in and in accordance with Section 11.01(e) and Section 11.22 of the Credit Agreement.

(b) The Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, and, in the case of the U.S. Debtor, subject to the entry by the Bankruptcy Court of the Financing Order, a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or hereafter acquired by the Grantor, including without limitation the Trademarks listed on Exhibit A, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement or other violation of the Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral").

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Further Actions. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Confirmatory Grant. The Grantor shall take any further actions, including executing any further documentation, necessary to record, perfect or effectuate this Confirmatory Grant and the Grantee's security interest in the Trademark Collateral.

5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

Weatherford Technology Holdings, LLC



By: _____

Name: Christine M. Morrison

Title: Vice President & Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A – SCHEDULE OF TRADEMARKS

Title	Country	Registration Number	Date	Trademark
Four Tenets (environmental training program)	United States	4459322	December 31, 2013	FOUR TENETS
Four Tenets (environmental training program)	Canada	889570	November 6, 2014	FOUR TENETS
Weatherford (Chinese symbols)	China	10232200	January 28, 2013	
Weatherford (Chinese symbols)	China	10232201	January 28, 2013	
Weatherford (Chinese symbols)	China	10232203	January 28, 2013	
Weatherford (Chinese symbols)	China	10232197	January 28, 2013	
Four Tenets (environmental training program)	European Union	012057428	January 4, 2014	
W (design)	Kazakhstan	35987	August 17, 2011	
Weatherford	Kazakhstan	35127	April 15, 2011	
Eight Gems (safety program)	Mexico	1401900	August 9, 2013	
W (design)	Venezuela	P274713	November 30, 2006	
W (design)	Venezuela	S028277	September 26, 2005	