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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM530853

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEATHERFORD TECHNOLOGY HOLDINGS, LLC		07/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4459322	FOUR TENETS

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743
Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	32/7
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	07/08/2019

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF 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 Citibank, N.A., in its capacity as collateral 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 Ltd., a Bermuda exempted company, Weatherford International plc, an Irish public limited company, Weatherford International, LLC, a Delaware limited liability company, the lenders party thereto and the Grantee have entered into a Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of July 3, 2019 (as may be 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 a U.S. Pledge and Security Agreement dated as of July 3, 2019 (as 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 <u>Exhibit A</u> 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) <u>Definitions</u>. 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 grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or 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) <u>Counterparts</u>. 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) <u>Further Actions</u>. 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) <u>Governing Law.</u> 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.

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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

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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	III.
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	Miller
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	MM.

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RECORDED: 07/08/2019