TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM582698

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement (Supplement No. 1)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEATHERFORD TECHNOLOGY HOLDINGS, LLC		06/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as administrative agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Serial Number:	88690612	COROD		

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552055

Email: imull@stblaw.com **Correspondent Name:** Kate Mirino

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	022537/0288
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/23/2020

Total Attachments: 4

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SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of June 23, 2020 by and from the entities listed on the signature pages hereto (each such entity, together with any other entities that become party to this Confirmatory Grant, being individually referred to herein as a "Grantor" and collectively as the "Grantors"), to and in favor of Deutsche Bank Trust Company Americas 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 ("<u>WIL-Ireland</u>"), WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company ("<u>WIL-Bermuda</u>"), WEATHERFORD INTERNATIONAL, LLC, a Delaware limited liability company ("<u>WIL-Delaware</u>"), the Lenders from time to time party thereto, the Grantee, and the Issuing Banks from time to time party thereto are parties to the LC Credit Agreement dated as of December 13, 2019 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantors and the other grantors from time to time party thereto have entered into the U.S. Security Agreement dated as of December 13, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the initial Confirmatory Grant of Security Interest in United States Trademarks, dated as of December 13, 2019.

WHEREAS, the Grantors own 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:

- <u>1</u>) <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, the Grantee shall promptly execute, acknowledge, and deliver to the Grantors 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 Grantors 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 11.23 of the Credit Agreement.
- (b) Each Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or hereafter acquired by such 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.
- <u>4)</u> <u>Further Actions</u>. The Grantors authorize and request that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Confirmatory Grant. The Grantors 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>Authorization to Supplement</u>. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Confirmatory Grant shall automatically apply thereto. Such Grantor hereby authorizes the Grantee, in consultation with such Grantor, to modify this Confirmatory Grant by amending <u>Exhibit A</u> solely to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend <u>Exhibit A</u> shall in any way affect, invalidate or detract from the Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Exhibit A.
- <u>6</u>) <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.

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

WEATHERFORD TECHNOLOGY

HOLDINGS, LLC

her was pressored Title:

SUPPLEMENT NO. 1 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A – SCHEDULE OF TRADEMARKS

Trademark Name	Application #	Date Filed	Registration #	Registration Date	Registered Owner
COROD	88690612	11/13/19	N/A	N/A	Weatherford Technology Holdings, LLC

RECORDED: 06/23/2020