

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noble Services Company LLC		03/18/2021	Limited Liability Company: DELAWARE
Noble Finance Company (f/k/a Noble Corporation)		03/18/2021	Exempted Company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Road		
Internal Address:	NCC 5, 1st Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713-2107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5532121	EBOP	
Registration Number:	5403643	DWOS	
Registration Number:	5259958	NOBLEADVANCES TRAINING & COLLABORATION	
Registration Number:	2455734	NOBLE EVA-4000	
Registration Number:	1737077	NOBLE	
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:	2124553605		
Email:	jmull@stblaw.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2278		
NAME OF SUBMITTER:	J. Jason Mull		

CH \$140.00 5532121

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	03/22/2021
Total Attachments: 6 source=Noble - Trademark Security Agreement [Executed]#page1.tif source=Noble - Trademark Security Agreement [Executed]#page2.tif source=Noble - Trademark Security Agreement [Executed]#page3.tif source=Noble - Trademark Security Agreement [Executed]#page4.tif source=Noble - Trademark Security Agreement [Executed]#page5.tif source=Noble - Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 18, 2021 (this “Agreement”), among Noble Services Company LLC, a Delaware limited liability company, located at 13135 Dairy Ashford, Suite 800, Sugar Land, TX 77478 (“NSC”), Noble Finance Company (f/k/a Noble Corporation), an exempted company incorporated in the Cayman Islands with limited liability, located at 13135 Dairy Ashford, Suite 800, Sugar Land, TX 77478 (the “Company” and, together with NSC, the “Grantors” and each, individually, a “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

Reference is made to (a) the Senior Secured Revolving Credit Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, Noble International Finance Company, an exempted company incorporated in the Cayman Islands with limited liability and a wholly-owned direct or indirect Subsidiary of the Company, as a Designated Borrower (as defined therein), each other Designated Borrower from time to time party thereto, the Lenders and Issuing Banks (as such terms are defined therein) from time to time party thereto and JPMorgan, as administrative agent and collateral agent (in such capacity, the “Collateral Agent”), and (b) the Guaranty and Collateral Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), among the Company, the other Grantors (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Company and each Designated Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Company and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the GCA. The rules of construction specified in Section 1.2 of the GCA also apply to this Agreement. For purposes of this Agreement, “Trademarks” means (a) all trademarks, trade names, corporate names, fictitious business names, trade styles, service marks, logos and other source identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations thereof, and all applications for registration thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights therein or thereto, including, without limitation, any of the foregoing referred to on Schedule 1, and (b) the right to obtain all renewals thereof.

SECTION 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and collaterally assigns to the Collateral Agent, for the ratable benefit of the Secured Parties, all of such Grantor’s right, title and interest in and to the following property, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”): (a) the Trademarks of such Grantor, including those listed on Schedule 1 attached hereto; (b) all rights to sue at law or in equity for any infringement or other violation thereof, including the right to receive all proceeds and damages therefrom; (c) the Trademark Licenses to which such Grantor is a party; and (d) to the extent not covered by the foregoing clause (a) (b), or (c), all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guaranties given by any Person with respect to any of the foregoing; provided, however, that notwithstanding any of the

other provisions set forth in this Agreement or any other Credit Document, (i) this Agreement shall not constitute a grant of security interest in, or a collateral assignment of, and the term "Trademark Collateral" shall not include any assets or property constituting Excluded Property for so long as such assets or property constitute Excluded Property, including any United States trademark or service mark application filed on the basis of a Grantor's "intent-to-use" such trademark or service mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, et seq., unless and until evidence of use of such trademark or service mark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), in each case, to the extent (and solely during the period in which) the inclusion in the Trademark Collateral of, or granting a security interest in, any such application prior to such filing would impair the enforceability or validity, or invalidate, any such application or any resulting registration, and (ii) the grant of a security interest and collateral assignment herein shall not be deemed to be an assignment of any Intellectual Property owned by a Grantor; provided, further that the foregoing clause (ii) shall not in any way limit, affect or impair any of the Collateral Agent's rights or remedies with respect to the Trademark Collateral pursuant to Section 6 of the GCA.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. GCA. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the GCA. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the GCA, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the GCA, the terms of the GCA shall govern.

SECTION 5. Second Lien Intercreditor Agreement Governs. Notwithstanding any provisions in this Agreement or any other Credit Document to the contrary, the terms, conditions and provisions of this Agreement and the other Credit Documents are subject in all respects to the provisions of the Second Lien Intercreditor Agreement. To the extent there is a conflict between this Agreement, on the one hand, and the Second Lien Intercreditor Agreement, on the other hand, the provisions of the Second Lien Intercreditor Agreement shall control with respect thereto; provided, however, if such a conflict is between any provision of Section 2 herein and the definition of any defined term used in Section 2 herein, on one hand, and the Second Lien Intercreditor Agreement, on the other hand, the provisions and definitions in this Agreement shall control with respect thereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on different counterpart signature pages, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed ".pdf" or ".tif" file or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed ".pdf" or ".tif" file or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein

shall require any Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent any Agent has agreed to accept any Electronic Signature, the Agents and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (b) upon the request of any Agent or Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart.

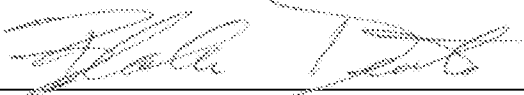
SECTION 7. Governing Law. This Agreement and the rights and duties of the parties hereto, shall be construed in accordance with and governed by the internal laws of the State of New York.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

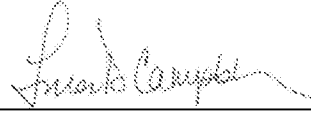
GRANTORS:

NOBLE SERVICES COMPANY LLC

By  _____

Name: Blake Denton
Title: Vice President

NOBLE FINANCE COMPANY

By  _____

Name: Laura Campbell
Title: Vice President

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.


By _____

Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

COLLATERAL AGENT:


JPMORGAN CHASE BANK, N.A.

By  _____

Name: Arina Mavilian

Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND APPLICATIONS

Name of Debtor/Grantor	Title	(Filing Date)/ Issued Date	Status	(Application No.)/ Registration No.	Jurisdiction
Noble Services Company LLC	EBOP	7/31/2018	Registered	5532121	US
Noble Services Company LLC	DWOS	2/13/2018	Registered	5403643	US
Noble Services Company LLC		8/8/2017	Registered	5259958	US
Noble Services Company LLC	NOBLE EVA-4000	5/29/2001	Registered	2455734	US
Noble Finance Company	NOBLE	12/1/1992	Registered	1737077	US