

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 2 TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEATHERFORD TECHNOLOGY HOLDINGS, LLC		10/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 WEST W.T. HARRIS BLVD.		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	90869980	ALPHAV	
Registration Number:	6514094	ARROWSET	
Registration Number:	6325418	AZD	
Registration Number:	6243246	BONDVIEW	
Serial Number:	88737525	CENTRO	
Registration Number:	6179158	ENDURA	
Serial Number:	97183224	ENERGY OF INNOVATION	
Serial Number:	97522010	EVERFORCE	
Serial Number:	97017484	GAPS	
Registration Number:	6180185	GUIDEWAVE	
Registration Number:	6175351	MAGNUS	
Registration Number:	6170890	MINIMA	
Registration Number:	6148190	OPTIBORE	
Serial Number:	90474710	RACER	
Registration Number:	6344889	RATHOLE KILLER	
Registration Number:	6590410	RENAISSANCE	
Serial Number:	90498795	RIG-FREE	

CH \$615.00 90869980

Property Type	Number	Word Mark
Registration Number:	6344741	SINEWAVE
Registration Number:	6185259	SPECTRALWAVE
Registration Number:	6669736	SURE SEAL 3
Registration Number:	6427103	TERRAFORM
Registration Number:	6746695	VARIFORM
Registration Number:	6222346	VERO
Serial Number:	90723265	VICTUS

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, 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:	098073/0040
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	01/13/2023

Total Attachments: 6

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**SUPPLEMENT NO. 2 TO CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENT NO. 2 CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of October 17, 2022 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 WELLS FARGO BANK, NATIONAL ASSOCIATION 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, WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company, WEATHERFORD INTERNATIONAL, LLC, a Delaware limited liability company, the Lenders from time to time party thereto, Deutsche Bank Trust Company Americas, as administrative agent, and the Issuing Banks from time to time party thereto entered into that certain LC Credit Agreement dated as of December 13, 2019 (as amended and restated by that certain Amended and Restated Credit Agreement dated as of October 17, 2022, by and among the Borrowers from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and the Grantee, and as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors and the other grantors from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent, entered into that certain U.S. Security Agreement dated as of December 13, 2019 (as amended and restated by that certain Amended and Restated U.S. Security Agreement dated as of October 17, 2022, by and among the Grantors and the other grantors from time to time party thereto and the Grantee, and as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the initial Confirmatory Grant of Security Interest in United States Trademarks dated as of December 13, 2019, and Supplement No. 1 to Confirmatory Grant of Security Interest in United States Trademarks dated as of June 23, 2020.

WHEREAS, the Grantors own 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, 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 12.01(e) and Section 12.23 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) 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 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) Authorization to Supplement. 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 Exhibit A solely to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Confirmatory Grant or amend Exhibit A 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.

6) 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 Grantors have executed this Supplement No. 2 to 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 and Secretary

ACKNOWLEDGED AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

By:  _____
Name: Michael Janak
Title: Managing Director

[Signature Page – Supplement No. 2 to Confirmatory Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 007946 FRAME: 0627

SUPPLEMENT NO. 2 TO CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Trademark	Application / Registration Number	Registered Owner
ALPHAV	90/869980	Weatherford Technology Holdings, LLC
ARROWSET	6514094	Weatherford Technology Holdings, LLC
AZD	6325418	Weatherford Technology Holdings, LLC
BONDVIEW	6243246	Weatherford Technology Holdings, LLC
CENTRO	88/737525	Weatherford Technology Holdings, LLC
ENDURA	6179158	Weatherford Technology Holdings, LLC
ENERGY OF INNOVATION	97/183224	Weatherford Technology Holdings, LLC
EVERFORCE	97/522010	Weatherford Technology Holdings, LLC
GAPS	97/017484	Weatherford Technology Holdings, LLC
GUIDEWAVE	6180185	Weatherford Technology Holdings, LLC
MAGNUS	6175351	Weatherford Technology Holdings, LLC
MINIMA	6170890	Weatherford Technology Holdings, LLC
OPTIBORE	6148190	Weatherford Technology Holdings, LLC
RACER	90/474710	Weatherford Technology Holdings, LLC
RATHOLE KILLER	6344889	Weatherford Technology Holdings, LLC
RENAISSANCE	6590410	Weatherford Technology Holdings, LLC

Trademark	Application / Registration Number	Registered Owner
RIG-FREE	90/498795	Weatherford Technology Holdings, LLC
SINEWAVE	6344741	Weatherford Technology Holdings, LLC
SPECTRALWAVE	6185259	Weatherford Technology Holdings, LLC
SURE SEAL 3	6669736	Weatherford Technology Holdings, LLC
TERRAFORM	6427103	Weatherford Technology Holdings, LLC
VARIFORM	6746695	Weatherford Technology Holdings, LLC
VERO	6222346	Weatherford Technology Holdings, LLC
VICTUS	90/723265	Weatherford Technology Holdings, LLC

Exhibit A-2