

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMC TECHNOLOGIES, INC.		06/23/2023	Corporation: DELAWARE
CONTROL SYSTEMS INTERNATIONAL, INC.		06/23/2023	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	712 Main Street		
Internal Address:	5TH FLOOR		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	2764883	FMC TECHNOLOGIES	
Registration Number:	3237735	FMC TECHNOLOGIES	
Registration Number:	5198016	RETHINK.REINVENT.REIMAGINE.	
Registration Number:	0557505	BEAN	
Registration Number:	2529885	CHIKSAN	
Registration Number:	2529887	CHIKSAN	
Registration Number:	4473670	INVALCO	
Registration Number:	6854184	SUPERFRAC	
Registration Number:	0442944	WECO	
Registration Number:	6809713	WELLFLEX	
Registration Number:	1286929	ACCULOAD	
Registration Number:	1458106	FUEL-FACS	
Registration Number:	2442482	FUEL-FACS+	
Registration Number:	4051631	FUEL FACS+	
Registration Number:	1958074	ROTO-LOUVRE	
Registration Number:	3167867	SENING	
Registration Number:	3210290	SMITH METER	
		TRADEMARK	

CH \$1240.00 2764883

Property Type	Number	Word Mark
Registration Number:	1499340	VXL
Registration Number:	6165220	GEMINI
Registration Number:	6829460	SUBSEA STUDIO
Registration Number:	6640193	TECHTALK
Registration Number:	5080534	UCOS
Registration Number:	1867984	SPEEDLOC
Registration Number:	5944392	SUBSEA 2.0
Registration Number:	0781300	UNIHEAD
Registration Number:	7048862	CYBERFRAC
Registration Number:	0988878	FMC
Registration Number:	1180842	FMC
Registration Number:	6975906	TRUCKEYE
Serial Number:	90051981	DIGITAL HANDSHAKE
Serial Number:	90266805	ICOMPLETE
Serial Number:	88589197	DEEP PURPLE
Serial Number:	88705569	SUBSEA 2.0
Serial Number:	90738721	ATHENA
Serial Number:	97497166	ATLAS
Serial Number:	97497187	CONAN
Serial Number:	97099035	E-MISSION
Serial Number:	97777966	E-MISSION
Serial Number:	97777961	E-MISSION
Serial Number:	97777979	E-MISSION SUITE
Serial Number:	90450797	IEC
Serial Number:	90450831	INLINE ELECTROCOALESCER
Serial Number:	97497177	ORION
Serial Number:	97330797	PUMPFLEX
Serial Number:	97497136	RIGMASTER
Serial Number:	97330780	SAFLEX
Serial Number:	97416413	SPEEDLOC
Serial Number:	97334414	THINK-SEND-PRINT
Serial Number:	97497154	TITAN

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: jmull@stblaw.com

Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2360

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/03/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 23, 2023 (this “Agreement”), between FMC TECHNOLOGIES, INC., a Delaware corporation, and CONTROL SYSTEMS INTERNATIONAL, INC., a Kansas corporation (together, the “Grantors,” and each a “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent for the Secured Parties.

Reference is made to (a) the Credit Agreement dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to that certain Fifth Amendment to the Credit Agreement dated as of April 24, 2023, the “Credit Agreement”), among TECHNIPFMC PLC, a public limited company incorporated under the laws of England and Wales (the “Company”), FMC TECHNOLOGIES, INC., a Delaware corporation (the “U.S. Borrower”), TECHNIPFMC FINANCE LIMITED, a private company limited by shares organized under the laws of England and Wales (“FinanceCo”, and, together with the Company and the U.S. Borrower, the “Borrowers”), the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Security Agreement dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the U.S. Borrower, the Grantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors (other than the Borrowers) are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the portion of the Article 9 Collateral constituting United States Trademarks (in each case, including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property), now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security

Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

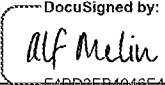
[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FMC TECHNOLOGIES, INC., as Grantor

By: 
Name: Alf Melin
Title: Authorized Officer

CONTROL SYSTEMS INTERNATIONAL, INC., as Grantor

By: 
Name: Alf Melin
Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FMC TECHNOLOGIES, INC., as Grantor

By: _____
Name:
Title:

**CONTROL SYSTEMS INTERNATIONAL,
INC., as Grantor**

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By:  _____
Name: Stephanie Balette
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademarks

Mark	App Number	App Date	Reg. Date	Reg. number	Owner
FMC TECHNOLOGIES	76189198	01/03/2001	09/16/2003	2764883	FMC Technologies, Inc.
FMC TECHNOLOGIES	76189275	01/03/2001	05/01/2007	3237735	FMC Technologies, Inc.
RETHINK.REINVENT.REIMAGINE	86754251	09/11/2015	05/09/2017	5198016	FMC Technologies, Inc.
BEAN	71586408	10/17/1949	04/15/1952	0557505	FMC Technologies, Inc.
CHIKSAN	76280405	07/03/2001	01/15/2002	2529885	FMC Technologies, Inc.
CHIKSAN	76280420	07/03/2001	01/15/2002	2529887	FMC Technologies, Inc.
DIGITAL HANDSHAKE	90051981 ¹	07/14/2020			FMC Technologies, Inc.
iComplete	90266805 ²	10/20/2020			FMC Technologies, Inc.
INVALCO	85790912	11/29/2012	01/28/2014	4473670	FMC Technologies, Inc.
SuperFrac	90085816	07/31/2020	09/20/2022	6854184	FMC Technologies, Inc.
WECO	71520073	04/02/1947	06/21/1949	442944	FMC Technologies, Inc.
WellFlex	90242749	10/08/2020	08/02/2022	6809713	FMC Technologies, Inc.

¹ This is an intent-to-use trademark application and is not included in the Collateral until the filing and acceptance of a Statement of Use or Amendment to Allege Use.

² This is an intent-to-use trademark application and is not included in the Collateral until the filing and acceptance of a Statement of Use or Amendment to Allege Use.

Mark	App Number	App Date	Reg. Date	Reg. number	Owner
ACCULOAD	73400159	10/18/1982	07/24/1984	1286929	FMC Technologies, Inc.
FUEL-FACS	73645151	02/17/1987	09/22/1987	1458106	Control Systems International, Inc.
FUEL-FACS+	75921417	02/17/1987	04/10/2001	2442482	Control Systems International, Inc.
FUEL-FACS+ (Stylized)	85073120	06/28/2010	11/08/2011	4051631	Control Systems International, Inc.
ROTO-LOUVRE	74664066	04/21/1995	02/20/1996	1958074	FMC Technologies, Inc.
SENING	78675892	07/22/2005	11/07/2006	3167867	FMC Technologies, Inc.
SMITH METER	78655282	06/21/2005	02/20/2007	3210290	FMC Technologies, Inc.
VXL	695764	11/16/1987	08/09/1988	1499340	Control Systems International, Inc.
DEEP PURPLE	88589197 ³	08/22/2019			FMC Technologies, Inc.
GEMINI	88492387	06/27/2019	09/29/2020	6165220	FMC Technologies, Inc.
SUBSEA STUDIO	88884608	04/23/2020	08/23/2022	6829460	FMC Technologies, Inc.
TechTalk	88957903	06/10/2020	02/08/2022	6640193	FMC Technologies, Inc.
UCOS	86/799,055	10/26/2015	11/15/2016	5080534	FMC Technologies, Inc.

³ This is an intent-to-use trademark application and is not included in the Collateral until the filing and acceptance of a Statement of Use or Amendment to Allege Use.

Mark	App Number	App Date	Reg. Date	Reg. number	Owner
SPEEDLOC	74447108	10/14/1993	12/20/1994	1867984	FMC Technologies, Inc.
SUBSEA 2.0	88705569 ⁴	11/25/2019			FMC Technologies, Inc.
SUBSEA 2.0	86954804	03/28/2016	12/24/2019	5944392	FMC Technologies, Inc.
UNIHEAD	72171116	06/17/1963	12/08/1964	781300	FMC Technologies, Inc.
ATHENA	90738721 ⁵	05/27/2021			FMC Technologies, Inc.
ATLAS	97497166	07/11/2022			FMC Technologies, Inc.
CONAN	97497187	07/11/2022			FMC Technologies, Inc.
CYBERFRAC	97416403	05/18/2022	05/09/2023	7048862	FMC Technologies, Inc.
E-MISSION	97099035 ⁶	10/29/2021			FMC Technologies, Inc.
E-MISSION Design	97777966 ⁷	02/02/2023			FMC Technologies, Inc.
E-MISSION	97777961 ⁸	02/02/2023			FMC Technologies, Inc.
E-MISSION SUITE	97777979 ⁹	02/02/2023			FMC Technologies, Inc.

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Mark	App Number	App Date	Reg. Date	Reg. number	Owner
FMC Design	72458135	05/21/1973	988878	07/23/1974	FMC Technologies, Inc.
FMC Design	73190319	10/23/1978	1180842	12/08/1981	FMC Technologies, Inc.
IEC	90450797 ¹⁰	01/06/2021			FMC Technologies, Inc.
INLINE ELECTROCOALESCER	90450831 ¹¹	01/06/2021			FMC Technologies, Inc.
ORION	97497177 ¹²	07/11/2022			FMC Technologies, Inc.
PUMPFLEX	97330797	03/25/2022			FMC Technologies, Inc.
RUGMASTER	97497136	07/11/2022			FMC Technologies, Inc.
SAFLEX	97330780	03/25/2022			FMC Technologies, Inc.
SPEEDLOC	97416413	05/18/2022			FMC Technologies, Inc.
THINK-SEND-PRINT	97334414 ¹³	03/28/2022			FMC Technologies, Inc.
TITAN	97497154	07/11/2022			FMC Technologies, Inc.
TRUCKEYE	97077009	10/15/2021	02/07/2023	6975906	FMC Technologies, Inc.

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