

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900783450

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TECHNIPFMC PLC		06/23/2023	Public Limited Company: ENGLAND

RECEIVING PARTY DATA

Name:	DNB BANK ASA, NEW YORK BRANCH, as Administrative Agent
Street Address:	30 Hudson Yards
Internal Address:	81st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Allmennaksjeselskap (Asa): NORWAY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0819882	UCEGO
Registration Number:	5694361	TECHNIPFMC
Registration Number:	6725581	IPRODUCTION
Serial Number:	88587459	IPRODUCTION
Serial Number:	90843266	CO2.0
Serial Number:	90843274	IONE
Serial Number:	90843281	ICTS
Serial Number:	90843283	W2.0
Serial Number:	90843290	2.0E
Serial Number:	97014907	ESOLUTIONS

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 012061/0004

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 07/19/2023

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

dated as of

June 23, 2023

among

TECHNIPFMC PLC

and

DNB BANK ASA, NEW YORK BRANCH,

as Administrative Agent

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TRADEMARK SECURITY AGREEMENT dated as of June 23, 2023 (this “Agreement”), among TECHNIPFMC PLC, a public limited company incorporated under the laws of England and Wales (the “Grantor”), in favor of DNB BANK ASA, NEW YORK BRANCH (“DNB”), as Administrative Agent for the Secured Parties.

Reference is made to the Performance LC Credit Agreement dated as of April 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, FMC TECHNOLOGIES, INC., a Delaware corporation, and TECHNIPFMC FINANCE LIMITED, a private company limited by shares organized under the laws of England and Wales (the “Borrowers”), the Lenders and Issuing Banks from time to time party thereto and DNB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is 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:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms.

(a) Each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement; provided, that each term defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meaning specified in the New York UCC. The term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Borrowers” has the meaning assigned to such term in the recitals hereto.

“Collateral” has the meaning assigned to such term in Section 2.01(a).

“Credit Agreement” has the meaning assigned to such term in the recitals hereto.

“Grantor” has the meaning assigned to such term in the recitals hereto.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Payment in Full” means payment in full of the Obligations (other than contingent amounts not yet due), expiration or termination of all Commitments and the expiration or termination of all Performance Credit Instruments (other than those collateralized or back-stopped on terms reasonably satisfactory to the applicable Issuing Bank) and reimbursement of all PCI Disbursements.

“Security Interest” has the meaning assigned to such term in Section 2.01(a).

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Person any right under any Trademark owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right under any Trademark owned by any other Person or that any other Person otherwise has the right to license, and all rights of the Grantor under any such agreement.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all right, title and interest in and to any United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Administrative Agent’s and the Secured Parties’ security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

ARTICLE II

Security Interests in Trademarks

SECTION 2.01. Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Collateral”):

(i) all Trademarks of the Grantor, including those listed on Schedule I attached hereto;

- (ii) all Trademark Licenses; and
- (iii) all Proceeds of any and all of the foregoing.

(b) Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any Excluded Personal Property.

(c) The Grantor hereby irrevocably authorizes the Administrative Agent (or its designee) at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) describe the Collateral consistent with Section 2.01(a), and (ii) contain the information required by Article 9 of the Uniform Commercial Code (or equivalent) of each applicable jurisdiction for the filing of any financing statement or amendment, including whether the Grantor is an organization, the type of organization and any organizational identification number, if any, issued to the Grantor. The Grantor agrees to provide such information to the Administrative Agent promptly upon request.

The Grantor also ratifies its authorization for the Administrative Agent (or its designee) to file in any relevant jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

The Administrative Agent (or its designee) is further authorized to file with the United States Patent and Trademark Office (or any successor office) such documents (including this Agreement) as may be necessary or advisable for the purpose of perfecting, confirming, recording, continuing, enforcing or protecting the Security Interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor as debtor and the Administrative Agent as secured party.

(d) The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of the Collateral.

SECTION 2.02. Representations and Warranties. The Grantor represents and warrants to the Administrative Agent for the benefit of the Secured Parties that:

(a) The Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant the Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, and has all requisite power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

(b) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (ii) upon the filing of Uniform Commercial Code financing statements in the United States (or any state thereof or the District of Columbia), a perfected security interest in all Collateral in which a security interest may be

perfected by filing, recording or registering a financing statement or analogous document in the United States (or any state thereof or the District of Columbia) pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office. The Security Interest is and shall be prior to any other Lien on any of the Collateral except for the Liens permitted under Section 6.02 of the Credit Agreement.

(c) The Collateral is owned by the Grantor, or the Grantor has rights in such Collateral, free and clear of any Lien, except for the Liens permitted under Section 6.02 of the Credit Agreement.

(d) Schedule I sets forth, as of the date hereof, a true and complete list, with respect to the Grantor, of all Trademarks that have been registered with the United States Patent and Trademark Office and Trademarks for which United States registration applications are pending, but excluding any registrations or applications (or licenses thereof) that have expired, abandoned, or allowed to lapse. In the event any supplemental perfection certificate delivered pursuant to Section 5.03(b) of the Credit Agreement shall set forth any Trademarks, Schedule I shall be deemed to be supplemented to include the reference to such Trademarks in the same form as such reference is set forth on such supplemental perfection certificate.

(e) The Trademarks listed in Schedule I hereto for the Grantor include all Trademarks that the Grantor owns in connection with its business as of the date hereof which are registered or for which applications are pending at the United States Patent and Trademark Office (excluding any registrations that have expired, abandoned, or allowed to lapse). As of the Effective Date, all Trademark registrations listed in Schedule I are unexpired, subsisting and have not been abandoned, lapsed or canceled.

SECTION 2.03. Covenants.

(a) The Grantor agrees promptly (and in any event within 30 days) to notify the Administrative Agent in writing (including electronic mail) of any change (i) in its legal name, (ii) in its identity or type of organization or corporate form, (iii) in its organizational identification number or (iv) in its jurisdiction of organization. The Grantor agrees to promptly provide the Administrative Agent with certified organizational documents, reflecting any of the changes described in the first sentence of this paragraph.

(b) The Grantor shall, at its own expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not permitted pursuant to Section 6.02 of the Credit Agreement.

(c) The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest and the rights and remedies created hereby. At its option, after the occurrence and during the continuance of an Event of Default and after prior written notice to the Borrowers,

the Administrative Agent may discharge past due Taxes, assessments, charges, fees and Liens at any time levied or placed on the Collateral that are not permitted by the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent the Grantor fails to do so as required by this Agreement or the other Loan Documents, and the Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, that nothing in this Section 2.03(c) shall be interpreted as excusing the Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of the Grantor with respect to Taxes, assessments, charges, fees and Liens and maintenance as set forth herein or in the other Loan Documents.

(d) The Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof.

(e) The Grantor shall not make or permit to be made any transfer of the Collateral except as permitted by the Credit Agreement and, the Grantor shall remain at all times in possession or control of the Collateral owned by it, except that the Grantor may use, license and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement (including Section 2.04(f)), the Credit Agreement or any other Loan Document.

(f) [*Reserved.*]

SECTION 2.04. Covenants Regarding Collateral.

(a) Except to the extent permitted by Section 2.04(e) below, or to the extent that failure to act, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, the Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark owned by the Grantor, (i) maintain such Trademark in full force with respect to any goods and services, free from any valid claim of abandonment or invalidity for non-use for such goods and services, (ii) maintain the quality of products and services offered under such Trademark and (iii) if registered, and if determined by the Grantor in its reasonable business judgment, display such Trademark with notice of Federal or foreign registration to the extent necessary to establish and preserve its maximum rights under applicable law.

(b) Except to the extent permitted by Section 2.04(e) below, or to the extent that failure to act, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, the Grantor shall notify the Administrative Agent promptly if it knows that any Trademark registration or application owned by the Grantor may become abandoned, lost or dedicated to the public, or of any adverse determination or development (excluding routine office actions issued in the ordinary course of prosecution) regarding the Grantor's ownership of such Trademark registration or application, its right to register the same, or its right to keep and maintain the same.

(c) Except to the extent permitted by Section 2.04(e) below, or to the extent that failure to act, either individually or in the aggregate, could not reasonably be expected to have a Material

Adverse Effect, the Grantor will take all necessary steps that are consistent with the Grantor's reasonable business judgment (i) in any proceeding before the United States Patent and Trademark Office, to maintain and pursue each application relating to the United States Trademarks that the Grantor owns (and to obtain the relevant registration) and (ii) to maintain each registration of the United States Trademarks, including timely filings of applications for renewal, affidavits of use and payment of maintenance fees, and, if and to the extent consistent with reasonable business judgment as determined by the Grantor, to initiate opposition and cancellation proceedings against third parties.

(d) Except to the extent permitted by Section 2.04(e) below, or to the extent that failure to act, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, in the event that the Grantor has reason to believe that any Collateral owned by the Grantor has been infringed, misappropriated or diluted by a third party, the Grantor promptly shall notify the Administrative Agent and shall, if consistent with reasonable business judgment as determined by the Grantor, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances in the reasonable business judgment of the Grantor to protect such Collateral.

(e) Nothing in this Agreement shall prevent the Grantor from disposing of, discontinuing the use or maintenance of, failing to preserve, protect, pursue, renew, extend or keep in full force and effect, or otherwise allow to lapse, terminate, become invalid or unenforceable or dedicate to the public domain any of its Trademarks, to the extent permitted by the Credit Agreement.

(f) If the Grantor shall at any time after the date hereof obtain any rights to any additional Trademarks, the provisions hereof shall automatically apply thereto and any such Trademarks shall automatically constitute Collateral as if and to the extent such would have constituted Collateral at the time of execution hereof and be subject to the terms and conditions and security interest created by this Agreement without further action by any party. The Grantor shall, on or prior to the date specified in Section 5.13(e) of the Credit Agreement, provide to the Administrative Agent written notice of any additional Trademarks (other than Excluded Personal Property) which are registered or applied for at the United States Patent and Trademark Office, and, at the request of the Administrative Agent, confirm the attachment of the security interest created by this Agreement to any such rights by execution of an instrument in form reasonably acceptable to the Administrative Agent and file and record with the United States Patent and Trademark Office or any other applicable registry, as applicable, such instruments as shall be reasonably necessary to create, preserve, protect, record or perfect the Administrative Agent's security interest in such Trademarks.

ARTICLE III

Remedies

SECTION 3.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to assemble and make available each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent

shall have the right to take any of or all the following actions at the same or different times: (a) on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the Grantor to the Administrative Agent, for the benefit of the Secured Parties, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then existing licensing arrangements), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of the Grantor, and the Grantor hereby waives (to the fullest extent permitted by applicable law) all rights of redemption, stay and appraisal that the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the Grantor no less than 10 days' written notice (which the Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but neither the Administrative Agent nor any other Secured Party shall incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. In the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition, and the Administrative Agent, at the direction of the Required Lenders, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any

Collateral payable by the Administrative Agent on behalf of the Secured Parties at such sale or other disposition. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Payment in Full shall have occurred. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 3.02. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon the Collateral, as set forth in Section 2.15(f) of the Credit Agreement.

Notwithstanding the foregoing, no amounts received from any Excluded Swap Guarantor shall be applied to any Excluded Swap Obligations of such Excluded Swap Guarantor.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances received in accordance with this Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 3.03. Grant of License to Use Trademarks. Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement and solely during such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Grantor hereby grants to the Administrative Agent an irrevocable, nonexclusive license or sublicense, as applicable, (exercisable without payment of royalty or other compensation and effective solely upon the occurrence and solely during the continuation of an Event of Default) to use, license or sublicense any of the Collateral consisting of Trademarks now owned or hereafter acquired or licensed by the Grantor, and wherever the same may be located, and including in such license or sublicense reasonable access to all media in which any of the licensed or sublicensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; provided, however, that any such license or sublicense, and any such license or sublicense granted by the Administrative Agent to a third party, shall include reasonable and customary quality control and inurement provisions with regard to Trademarks; and provided, further, that such license and/or sublicense does not violate the express terms or otherwise constitute a breach of any agreement between the Grantor and a third party, or gives such third party any right of acceleration, modification or cancellation therein. The use of such license or sublicense by the Administrative Agent may be exercised, at the option of the

Administrative Agent, solely upon the occurrence and solely during the continuation of an Event of Default; provided, that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantor notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

Miscellaneous

SECTION 4.01. Notices. All communications and notices to the Borrowers and the Administrative Agent hereunder shall (except as otherwise expressly permitted herein) be given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the U.S. Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 4.02. Waivers; Amendment.

(a) No failure or delay by any Secured Party in exercising any right or power under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 4.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the issuance, amendment, renewal or extension of a Performance Credit Instrument shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor with respect to which such waiver, amendment or modification is applicable, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; provided, that the Administrative Agent may, without the consent of any Secured Party, consent to a departure by the Grantor from any covenant of the Grantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Collateral and Guarantee Requirement" in the Credit Agreement.

SECTION 4.03. Agent's Fees and Expenses.

(a) The Grantor agrees to reimburse the Administrative Agent for its reasonable and invoiced fees and expenses incurred hereunder as provided in Section 9.03 of the Credit

Agreement; provided, that each reference therein to the “Borrowers” shall be deemed to be a reference to the “Grantor.”

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 4.03 shall survive and remain in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Administrative Agent or any other Secured Party.

SECTION 4.04. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantor in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the issuance of any Performance Credit Instruments, regardless of any investigation made by or on behalf of any Secured Party or any other Person and notwithstanding that any Secured Party or any other Person may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended under the Credit Agreement, and shall continue in full force and effect until Payment in Full.

SECTION 4.05. Counterparts; Effectiveness, Successors and Assigns. 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. This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Administrative Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer by the Grantor shall be null and void), except as expressly contemplated by this Agreement or the Credit Agreement. 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, 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; provided, that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it.

SECTION 4.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 4.07. Right of Set-Off. If an Event of Default shall have occurred and be continuing, each Lender and Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other amounts at any time held and other obligations (in whatever currency) at any time owing by such Lender or Issuing Bank or any such Affiliate to or for the credit or the account of the Grantor against any of or all the obligations then due of the Grantor now or hereafter existing under this Agreement held by such Lender or Issuing Bank or any such Affiliate, irrespective of whether or not such Lender or Issuing Bank or any such Affiliate shall have made any demand under this Agreement. Each Lender and Issuing Bank agrees to notify the Grantor and the Administrative Agent promptly after any such setoff and application; provided, that the failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section 4.07. The rights of each Lender and Issuing Bank and each of their respective Affiliates under this Section 4.07 are in addition to other rights and remedies (including other rights of set-off) that such Lender or Affiliate may have.

SECTION 4.08. Governing Law; Jurisdiction; Consent to Service of Process.

(a) 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.

(b) The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions relating hereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, or any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Grantor or any of its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Agreement or any

other Loan Document in any court referred to in paragraph (b) of this Section 4.08. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 4.01; provided, that the Grantor hereby acknowledges that it has appointed FMC Technologies, Inc. as its agent for service of process, with an address for service of process of 1209 Orange Street, Wilmington DE 19801 (with a copy to be delivered to 13460 Lockwood Rd., Houston, Texas 77004, Attention: Alf Melin), and agrees that service of any process summons, notice or document by hand delivery or registered mail upon such agent shall be effective service of process for any suit, action or proceeding brought in any court referred to in Section 4.08(b). Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 4.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.09.

SECTION 4.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 4.11. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest, the grant of the security interest in the Collateral and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment to or waiver of, or any consent to any departure from, the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on other collateral securing, or any release or amendment to or waiver of, or any consent to any departure from, any guarantee of, all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement.

SECTION 4.12. Termination or Release.

(a) This Agreement, the pledges made herein, the Security Interest and all other security interests granted hereby shall terminate and be released upon Payment in Full.

(b) The Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of the Grantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which the Grantor ceases to be a Restricted Subsidiary or as otherwise expressly permitted under Section 9.14 of the Credit Agreement.

(c) Upon any sale or other transfer by the Grantor of any Collateral that is permitted under the Credit Agreement (other than a sale or other transfer to a Loan Party), or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02 or Section 9.14 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 4.12, the Administrative Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination or release; subject to receipt of an officer's certificate of the U.S. Borrower certifying as to such matters reasonably requested by the Administrative Agent. Any execution and delivery of documents pursuant to this Section 4.12 shall be without representation or warranty by the Administrative Agent, without recourse to the Administrative Agent, and the Administrative Agent shall have no liability whatsoever to any other Secured Party as a result of any release of Collateral by it in accordance with (or which the Administrative Agent in good faith believes to be in accordance with) this Section 4.12.

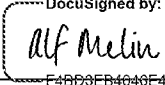
SECTION 4.13. Agent Appointed Attorney-in-Fact. The Grantor hereby appoints the Administrative Agent the attorney-in-fact of the Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any collateral; (b) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (c) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present

or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby.

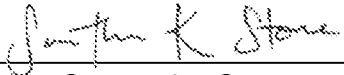
[Signature Pages Follow.]

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

TECHNIPFMC PLC

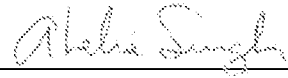
DocuSigned by:

By: _____
Name: Alf Melin
Title: Authorized Officer

DNB BANK ASA, NEW YORK BRANCH,
as Administrative Agent

By: 

Name: Samantha Stone

Title: Vice President

By: 

Name: Ahelia Singh

Title: Assistant Vice President

United States Trademark Registrations and Applications

Registered Owner	Mark	Serial No.	Registration No.	Status
TechnipFMC PLC	UCEGO	72229382	819,882	Current
TechnipFMC PLC	TECHNIPFMC	87476765	5,694,361	Current
TechnipFMC PLC	IPRODUCTION	88984002	6,725,581	Current
TechnipFMC PLC	IPRODUCTION	88587459	N/A	Pending ¹
TechnipFMC PLC	CO2.0	90843266	N/A	Pending ²
TechnipFMC PLC	IONE	90843274	N/A	Pending ³
TechnipFMC PLC	ICTS	90843281	N/A	Pending ⁴
TechnipFMC PLC	W2.0	90843283	N/A	Pending ⁵
TechnipFMC PLC	2.0E	90843290	N/A	Pending ⁶
TechnipFMC PLC	ESOLUTIONS	97014907	N/A	Pending ⁷

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 by the United States Patent and Trademark Office.

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 by the United States Patent and Trademark Office.

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