

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forum Energy Technologies, Inc.		01/04/2024	Corporation: DELAWARE
Forum Canada ULC		01/04/2024	unlimited liability corporation: CANADA
Forum US, Inc.		01/04/2024	Corporation: DELAWARE
Global Heat Transfer ULC		01/04/2024	unlimited liability corporation: CANADA
Global Tubing, LLC		01/04/2024	Limited Liability Company: DELAWARE
ZY-Tech Global Industries, Inc.		01/04/2024	Corporation: DELAWARE
Variperm Energy Services Inc.		01/04/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Variperm Energy Services Partnership		
Street Address:	No. 7, 3424 26th Street NE		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	714477		
Entity Type:	Canadian partnership: CANADA		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	4670775	QUALITY RUNS DEEP	
Registration Number:	4667420	Q	
Registration Number:	5529260	ENVIRO-LITE E-LINE	
Registration Number:	4836722	FORUM	
Registration Number:	5530262	FORUM ID	
Registration Number:	3000689	ACCESS BACKSAVER	
Registration Number:	2270120	AOI INSTRUMENTATION	
Registration Number:	3135383	ABZ VALVE	
Registration Number:	1933720	PHANTOM MOUSE	
Registration Number:	2328142	PERRY	

OP \$1615.00 4670775

Property Type	Number	Word Mark
Registration Number:	1328162	
Registration Number:	2733049	QUADRANT
Registration Number:	1673213	INFLATAGRIP
Registration Number:	1410135	P.B.V.
Registration Number:	4566308	ICE
Registration Number:	3605124	GRAYSPIN
Registration Number:	3605125	GRAYCHAIN
Registration Number:	3733914	FLOORHAND
Registration Number:	4591871	EDGE
Registration Number:	4595915	PIPE WRANGLERS
Registration Number:	4580023	VMAX
Registration Number:	4702620	PBV
Registration Number:	4658751	DYNACON
Registration Number:	4644951	SYNTECH
Registration Number:	4775250	SUB-ATLANTIC
Registration Number:	4695612	ADI
Registration Number:	4993916	FRACMAX
Registration Number:	4711902	MUD HOG
Registration Number:	5013629	THE PERFORMANCE REVOLUTION
Registration Number:	4542996	JMAC
Registration Number:	4885469	PRODRILL
Registration Number:	5094862	ICBM
Registration Number:	5266988	INTEGRATED CROSS-BRANCHED MANIFOLD
Registration Number:	3169693	ACCUSEAL
Registration Number:	5646969	XLE SPIRIT
Registration Number:	5823438	AMPIX
Registration Number:	6397148	MUDMAX
Registration Number:	6045858	ROCKIT
Registration Number:	6449620	FORUM GASGUARD
Registration Number:	6096504	FORUMLOK
Registration Number:	6119018	FORUMIX
Registration Number:	6251462	BANDED BORE
Registration Number:	1905319	ADI
Registration Number:	4387780	HAWKER
Registration Number:	5840364	JUMBOTRON
Registration Number:	4471574	SMARTAPER
Registration Number:	4688277	GLOBAL TUBING
Registration Number:	5439274	HALO INDUCTION TECHNOLOGY

Property Type	Number	Word Mark
Registration Number:	1212125	DSI
Registration Number:	1128818	DSI
Registration Number:	5489119	RGL RESERVOIR MANAGEMENT
Registration Number:	5917493	PROSLOT
Registration Number:	5598308	PROWRAP
Registration Number:	5598309	PROPUNCH
Registration Number:	6399207	RGL
Registration Number:	6392195	RGL
Serial Number:	97891722	OPTIZONE
Serial Number:	97891758	OPTICON
Serial Number:	97891768	OPTISHIFT
Serial Number:	97891790	OPTIPLUG
Serial Number:	97891807	PROMESH
Serial Number:	97891817	PROPACK
Serial Number:	97891835	PROSERIES
Serial Number:	97891846	PROSEAM

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617347

Email: sspainhour@velaw.com

Correspondent Name: Shannon Spainhour

Address Line 1: 2001 Ross Avenue, Suite 3900

Address Line 2: c/o Vinson & Elkins

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	01/05/2024

Total Attachments: 10

- source=07. FET - Second Lien Trademark Security Agreement (Executed)#page1.tif
- source=07. FET - Second Lien Trademark Security Agreement (Executed)#page2.tif
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent (as defined below) pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of each Intercreditor Agreement (as defined in the Second Lien Credit Agreement referred to below). In the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall control to the extent set forth therein, as applicable.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of January, 2024, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Variperm Energy Services Partnership, an Alberta general partnership, in its capacity as administrative and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Credit Agreement, dated as of January 4, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Forum Energy Technologies, Inc., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Grantors as provided for in the Second Lien Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Second Lien Guaranty and Security Agreement, dated as of January 4, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Guaranty and Security Agreement or, if not defined therein, in the Second Lien Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Second Lien Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Second Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

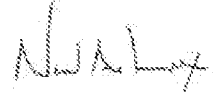
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE SECOND LIEN GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


**FORUM ENERGY TECHNOLOGIES,
INC.**

By: 
Name: Neal Lux
Title: President & CEO


FORUM CANADA ULC

By: 
Name: Katherine C. Keller
Title: President

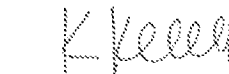
FORUM US, INC.

By: 
Name: Katherine C. Keller
Title: President

GLOBAL HEAT TRANSFER ULC

By: 
Name: Katherine C. Keller
Title: President

GLOBAL TUBING, LLC

By: 
Name: Katherine C. Keller
Title: President

ZY-TECH GLOBAL INDUSTRIES, INC.

By: _____
Name: Steven Pounds
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**FORUM ENERGY TECHNOLOGIES,
INC.**

By: _____
Name: Neal Lux
Title: President & CEO

FORUM CANADA ULC

By: _____
Name: Katherine C. Keller
Title: President

FORUM US, INC.

By: _____
Name: Katherine C. Keller
Title: President

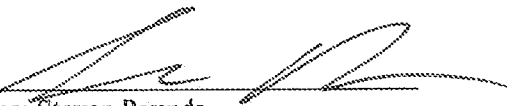
GLOBAL HEAT TRANSFER ULC

By: _____
Name: Katherine C. Keller
Title: President

GLOBAL TUBING, LLC

By: _____
Name: Katherine C. Keller
Title: President

ZY-TECH GLOBAL INDUSTRIES, INC.

By:  _____
Name: Steven Pounds
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

VARIPERM ENERGY SERVICES INC.

By: K Keller
Name: Katherine C. Keller
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

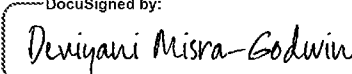
**VARIPERM ENERGY SERVICES
PARTNERSHIP, BY ITS BOARD OF
REPRESENTATIVES**

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**VARIPERM ENERGY SERVICES
PARTNERSHIP, BY ITS BOARD OF
REPRESENTATIVES**



DocuSigned by:
By: 
Name: Deviyani Misra-Godwin
Title: Board Representative


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008309 FRAME: 0815**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
Forum Canada ULC	U.S.	QUALITY RUNS DEEP	5/23/2014	86290316	1/13/2015	4670775
Forum Canada ULC	U.S.	Q & Design	6/3/2014	86298667	1/6/2015	4667420
Forum Canada ULC	U.S.	ENVIRO-LITE E-LINE	12/19/2017	87726564	7/31/2018	5529260
Forum Energy Technologies, Inc.	U.S.	(new) FORUM logo	4/6/2015	86587793	10/20/2015	4836722
Forum Energy Technologies, Inc.	U.S.	FORUM ID	1/15/2018	87755538	7/31/2018	5530262
Forum US, Inc.	U.S.	ACCESS BACKSAVER	6/21/2003	78/265,534	9/27/2005	3,000,689
Forum US, Inc.	U.S.	AOI INSTRUMENTATION	11/8/1996	75/197,092	8/17/1999	2,270,120
Forum US, Inc.	U.S.	ABZ VALVE & Design	6/13/2005	78/649,565	8/29/2006	3,135,383
Forum US, Inc.	U.S.	PHANTOM MOUSE	8/10/1993	74/422,717	11/7/1995	1,933,720
Forum US, Inc.	U.S.	PERRY	7/15/1998	75/519,379	3/14/2000	2,328,142
Forum US, Inc.	U.S.		7/20/1998	75/521,865	3/14/2000	2,328,162
Forum US, Inc.	U.S.	QUADRANT (logo)	8/20/2001	76/301,609	7/1/2003	2,733,049
Forum US, Inc.	U.S.	INFLATAGRIP	3/4/1991	74/144,103	1/28/1992	1,673,213
Forum US, Inc.	U.S.		12/16/1985	73573461	9/23/1986	1,410,135
Forum US, Inc.	U.S.	ICE	2/18/2013	85/852,503	7/15/2014	4566308
Forum US, Inc.	U.S.	GRAYSPIN	2/27/2008	77/407,863	4/14/2009	3605124
Forum US, Inc.	U.S.	GRAYCHAIN	2/27/2008	77/407,879	4/14/2009	3605125
Forum US, Inc.	U.S.	FLOORHAND	2/27/2008	77/748,687	1/5/2010	3733914
Forum US, Inc.	U.S.	EDGE	11/11/2013	86115714	8/26/2014	4591871
Forum US, Inc.	U.S.	PIPE WRANGLERS	11/7/2013	86112780	9/2/2014	4595915
Forum US, Inc.	U.S.	VMAX	1/13/2014	86163674	8/5/2014	4580023
Forum US, Inc.	U.S.	PBV	3/31/2014	86236924	3/17/2015	4702620
Forum US, Inc.	U.S.	DYNACON	3/17/2014	86222714	12/23/2014	4658751
Forum US, Inc.	U.S.	SYNTECH	4/21/2014	86257376	11/25/2014	4644951
Forum US, Inc.	U.S.	SUB-ATLANTIC	4/29/2014	86265777	7/21/2015	4775250

Grantor	Country	Mark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
Forum US, Inc.	U.S.	ADI logo	7/22/2014	86344798	3/3/2015	4695612
Forum US, Inc.	U.S.	FRACMAX	7/22/2014	86344802	7/5/2016	4993916
Forum US, Inc.	U.S.	MUD HOG	8/7/2014	86360371	3/31/2015	4711902
Forum US, Inc.	U.S.	THE PERFORMANCE REVOLUTION	11/24/2014	86462698	8/2/2016	5013629
Forum US, Inc.	U.S.	JMAC logo	10/7/2013	86084828	6/3/2014	4542996
Forum US, Inc.	U.S.	PRODRILL	6/8/2015	86654417	1/12/2016	4885469
Forum US, Inc.	U.S.	ICBM	4/12/2016	86972275	12/6/2016	5094862
Forum US, Inc.	U.S.	Integrated Cross-Branched Manifold	4/12/2016	86972273	8/15/2017	5266988
Forum US, Inc.	U.S.	ACCUSEAL	11/30/2004	78524309	11/7/2006	3169693
Forum US, Inc.	U.S.	Xle Spirit	4/30/2018	87899960	1/8/2019	5646969
Forum US, Inc.	U.S.	AMPIX	11/2/2018	88179422	7/30/2019	5,823,438
Forum US, Inc.	U.S.	MUDMAX	4/24/2019	88399816	6/22/2021	6397148
Forum US, Inc.	U.S.	ROCKIT	7/29/2019	88547258	5/5/2020	6045858
Forum US, Inc.	U.S.	Forum GasGuard	12/13/2019	88726266	8/10/2021	6449620
Forum US, Inc.	U.S.	Forumlok	1/28/2020	88775686	7/7/2020	6096504
Forum US, Inc.	U.S.	FORUMIX	2/14/2020	88798545	8/4/2020	6119018
Forum US, Inc.	U.S.	BANDED BORE	7/29/2020	90080363	1/19/2021	6251462
Forum US, Inc.	U.S.	ADI	12/17/1993	74/470,556	7/18/1995	1,905,319
Forum US, Inc.	U.S.	HAWKER	1/10/2013	85820429	8/20/2013	4387780
Global Heat Transfer ULC	U.S.	JUMBOTRON	12/6/2017	87710252	8/20/2019	5840364
Global Tubing, LLC	U.S.	SMARTAPER	4/11/2012	85/594,831	1/21/2014	4471574
Global Tubing, LLC	U.S.	GLOBAL TUBING	7/1/2014	86/325,350	2/17/2015	4,688,277
Global Tubing, LLC	U.S.	HALO INDUCTION TECHNOLOGY	1/13/2017	87300822	4/3/2018	5439274
Zy-Tech Global Industries, Inc.	U.S.	DSI	5/19/1980	73262707	10/12/1982	1,212,125
Zy-Tech Global Industries, Inc.	U.S.		6/15/1978	73174526	1/8/1980	1,128,818
Variperm Energy Services Inc.	U.S.	RGL RESERVOIR MANAGEMENT	12/11/2014	86477675	6/12/2018	5489119
Variperm Energy Services Inc.	U.S.	PROSLOT	12/11/2014	86477682	11/26/2019	5917493

Grantor	Country	Mark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
Variperm Energy Services Inc.	U.S.	PROWRAP	5/18/2016	87041930	11/6/2018	5598308
Variperm Energy Services Inc.	U.S.	PROPUNCH	5/18/2016	87041937	11/6/2016	5598309
Variperm Energy Services Inc.	U.S.	 RGL	7/12/2018	88034795	6/29/2021	6399207
Variperm Energy Services Inc.	U.S.	RGL	7/12/2018	88034909	6/22/2021	6392195
Variperm Energy Services Inc.	U.S.	OPTIZONE	4/17/2023	97891722		
Variperm Energy Services Inc.	U.S.	OPTICON	4/17/2023	97891758		
Variperm Energy Services Inc.	U.S.	OPTISHIFT	4/17/2023	97891768		
Variperm Energy Services Inc.	U.S.	OPTIPLUG	4/17/2023	97891790		
Variperm Energy Services Inc.	U.S.	PROMESH	4/17/2023	97891807		
Variperm Energy Services Inc.	U.S.	PROPACK	4/17/2023	97891817		
Variperm Energy Services Inc.	U.S.	PROSERIES	4/17/2023	97891835		
Variperm Energy Services Inc.	U.S.	PROSEAM	4/17/2023	97891846		