

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868034

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900826440

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Variperm Energy Services Inc.		01/04/2024	Corporation:

RECEIVING PARTY DATA

Name:	Wells Fargo, NA
Street Address:	14241 Dallas Parkway, 13th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
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: 8004043970

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: 7132213306
Email: docketing@bracewell.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: P. O. Box 61389
Address Line 2: Bracewell LLP
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 0088599.000049

NAME OF SUBMITTER: Constance Gall Rhebergen

SIGNATURE: / Constance Gall Rhebergen /

DATE SIGNED: 01/13/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of January, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of October 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Forum Energy Technologies, Inc., a Delaware corporation ("Parent") and those additional entities that become parties to the Credit Agreement as US Borrowers in accordance with the terms thereof (each, a "US Borrower" and collectively, the "US Borrowers"), Forum Canada ULC, an Alberta unlimited liability corporation ("Forum Canada") and those additional entities that become parties to the Credit Agreement as Canadian Borrowers in accordance with the terms thereof (each a "Canadian Borrower" and collectively, the "Canadian Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent and certain others party thereto, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to US Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, 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 Amended and Restated Guaranty and Security Agreement, dated as of October 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the 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 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 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 Guaranty and Security Agreement, the 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 GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

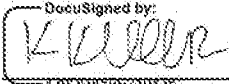
8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of that certain Amended and Restated Intercreditor Agreement dated as of January 4, 2024 among the Agent, U.S. Bank Trust Company, National Association, and Variper Energy Services Partnership (as amended, restated, amended and restated, or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control to the extent set forth therein, as applicable.

[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.

GRANTOR:

VARIPERM ENERGY SERVICES INC.


DocuSigned by:
By: 
Name: Katherine C. Keller
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: Seth Setterberg
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008312 FRAME: 0739

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

TM-#10237890.4

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks/Applications

<u>Current Owner</u>	<u>Wordmark</u>	<u>Serial Number</u>	<u>Filed Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Variperm Energy Services Inc.	RGL RESERVOIR MANAGEMENT	86477675	41984	5489119	2018-06-12
Variperm Energy Services Inc.	PROSLOT	86477682	41984	5917493	2019-11-26
Variperm Energy Services Inc.	PROWRAP	87041930	42508	5598308	2018-11-06
Variperm Energy Services Inc.	PROPUNCH	87041937	42508	5598309	2018-11-06
Variperm Energy Services Inc.	RGL	88034795	43293	6399207	2021-06-29
Variperm Energy Services Inc.	RGL	88034909	43293	6392195	2021-06-22
Variperm Energy Services Inc.	OPTIZONE	97891722	45033		
Variperm Energy Services Inc.	OPTICON	97891758	45033		
Variperm Energy Services Inc.	OPTISHIFT	97891768	45033		
Variperm Energy Services Inc.	OPTIPLUG	97891790	45033		
Variperm Energy Services Inc.	PROMESH	97891807	45033		
Variperm Energy Services Inc.	PROPACK	97891817	45033		
Variperm Energy Services Inc.	PROSERIES	97891835	45033		
Variperm Energy Services Inc.	PROSEAM	97891846	45033		