

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.D. Williamson, Inc.		05/26/2016	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	15 East Fifth Street		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74103		
Entity Type:	National Assoc.: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0757159	SHORTCUTT	
Registration Number:	0787423	WEDGE-LOCK	
Registration Number:	0874197	STOPPLE	
Registration Number:	0936049	PIG SIG	
Registration Number:	1095781	KALIPER	
Registration Number:	1112986	TDW	
Registration Number:	1207841	SANDWICH	
Registration Number:	1248140	VANTAGE	
Registration Number:	1967444	ROUGH RIDER	
Registration Number:	2386880	REALSEAL	
Registration Number:	3197249	V-JET	
Registration Number:	3295051	X-PIG	
Registration Number:	3442394	SMARTTRAP	
Registration Number:	3528861	RES-Q	
Registration Number:	3628299	PROCALC	
Registration Number:	3650605	INNOVATIONS	
Registration Number:	3663737	SMARTPLUG	
Registration Number:	4290258	SPIRALL	
Registration Number:	4760768	INSPECTRA	

OP \$565.00 0757159

Property Type	Number	Word Mark
Registration Number:	0646338	LOCK-O-RING
Registration Number:	0732451	SHORTSTOPP
Registration Number:	0890766	TDW

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Bart Nebergall

Address Line 1: 4000 One Williams Center

Address Line 4: Tulsa, OKLAHOMA 74172

NAME OF SUBMITTER: Bart Nebergall

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/06/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2016 (this "Trademark Security Agreement"), is made by T. D. Williamson, Inc., an Oklahoma corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the "Collateral Agent").

RECITALS

The Grantor, TDW Delaware, Inc., a Delaware corporation, TDW Services, Inc., an Oklahoma corporation, and TDW Trading, Inc., a Delaware corporation, are parties to that certain Pledge and Security Agreement of even date herewith, in favor of the Collateral Agent (the "Security Agreement"), pursuant to which the Grantor is required to execute this Trademark Security Agreement.

The Grantor, the Lenders, the Noteholders, the Administrative Agent and the Collateral Agent are parties to that certain Intercreditor and Collateral Agency Agreement of even date herewith, setting forth the responsibilities and obligations of the Collateral Agent and establishing among the Secured Parties their respective rights with respect to certain payments that may be received by the Collateral Agent in respect of the Collateral.

ACCORDINGLY, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such

time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to a security interest hereunder.

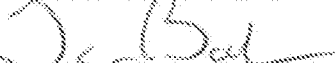
Section 5. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** In addition, the provisions of Sections 7.15, 7.17, 7.18, 7.19, 7.20 and 8.1 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTOR:

T. D. WILLIAMSON, INC.

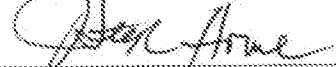
By: 

Name: Tory Baker

Title: Vice President and Chief Financial Officer

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: J. Stephen Howe

Title: Senior Underwriter

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(see following pages)

Matter No.	Owner	Trademark	Country	Status	Serial No.	Reg. No.
00199	T.D. Williamson, Inc.	SHORTCUTT	US	Registered	72145226	0757159
00204	T.D. Williamson, Inc.	WEDGE-LOCK	US	Registered	72198246	0787423
00197	T.D. Williamson, Inc.	STOPPLE	US	Registered	72278261	0874197
00189	T.D. Williamson, Inc.	PIG SIG	US	Registered	72368960	0936049
00196	T.D. Williamson, Inc.	KALIPER	US	Registered	108530	1095781
00202	T.D. Williamson, Inc.	TDW & DESIGN	US	Registered	118663	1112986
00203	T.D. Williamson, Inc.	SANDWICH	US	Registered	73302327	1207841
00198	T.D. Williamson, Inc.	VANTAGE	US	Registered	73302328	1248140
00195	T.D. Williamson, Inc.	ROUGH RIDER	US	Registered	74581351	1967444
00194	T.D. Williamson, Inc.	REALSEAL	US	Registered	75507468	2386880
00958	T.D. Williamson, Inc.	V-JET	US	Registered	78332150	3197249
01095	T.D. Williamson, Inc.	XPIG	US	Registered	78689271	3295051
01098	T.D. Williamson, Inc.	SMARTTRAP	US	Registered	78694550	3442394
01324	T.D. Williamson, Inc.	RES-Q	US	Registered	77352372	3528861
01354	T.D. Williamson, Inc.	PROCALC	US	Registered	77423783	3628299
01436	T.D. Williamson, Inc.	INNOVATIONS AND DESIGN	US	Registered	77635090	3650605
01172	T.D. Williamson, Inc.	SMARTPLUG	US	Registered	78884997	3663737
01737	T.D. Williamson, Inc.	SpirAll	US	Registered	85596275	4290258
01942	T.D. Williamson, Inc.	Inspectra	US	Registered	85917233	4760768
00200	T.D. Williamson, Inc.	LOCK-O-RING	US	Registered	16983	646338
00890	T.D. Williamson, Inc.	SHORTSTOPP	US	Registered	72124246	732451
00186	T.D. Williamson, Inc.	TDW & DESIGN	US	Registered	306290	890766