

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HilFlo, LLC		11/04/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Halliburton Energy Services, Inc.		
Street Address:	3000 N. Sam Houston Parkway E.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032-3219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86790513	BOPX	
CORRESPONDENCE DATA			
Fax Number:	7132292880		
<i>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.</i>			
Phone:	7132291234		
Email:	susan.stewart@bakerbotts.com		
Correspondent Name:	BAKER BOTTS L.L.P.		
Address Line 1:	910 LOUISIANA STREET		
Address Line 2:	ONE SHELL PLAZA		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	063718.6771		
NAME OF SUBMITTER:	Susan Stewart		
SIGNATURE:	/Susan Stewart/		
DATE SIGNED:	11/14/2016		
Total Attachments: 16			
source=IP Security Agreement - Executed#page1.tif			
source=IP Security Agreement - Executed#page2.tif			
source=IP Security Agreement - Executed#page3.tif			
source=IP Security Agreement - Executed#page4.tif			

CH \$40.00 86790513

source=IP Security Agreement - Executed#page5.tif
source=IP Security Agreement - Executed#page6.tif
source=IP Security Agreement - Executed#page7.tif
source=IP Security Agreement - Executed#page8.tif
source=IP Security Agreement - Executed#page9.tif
source=IP Security Agreement - Executed#page10.tif
source=IP Security Agreement - Executed#page11.tif
source=IP Security Agreement - Executed#page12.tif
source=IP Security Agreement - Executed#page13.tif
source=IP Security Agreement - Executed#page14.tif
source=IP Security Agreement - Executed#page15.tif
source=IP Security Agreement - Executed#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 4, 2016 (this "Security Agreement"), is made by HilFlo, LLC d/b/a Engenuity Inc, a Texas limited liability company ("Company"), in favor of Halliburton Energy Services, Inc., a Delaware corporation ("Halliburton").

RECITALS

WHEREAS, pursuant to the letter agreement dated as of the date hereof, by and between Company and Halliburton (as amended, supplemented or otherwise modified from time to time, the "Letter Agreement"), (i) Halliburton has agreed to make Advances (as defined in the Letter Agreement) to Company and (ii) Company has agreed to grant a security interest to Halliburton in all right, title and interest of Company in, to and under Company's Intellectual Property and Software (each as defined below) as security for the payment and performance of the obligations of Company under the Letter Agreement (the "Obligations"); and

WHEREAS, Company is the owner of the entire rights, titles and interests in, to and under Company's Intellectual Property and Company's Software.

NOW, THEREFORE, in consideration of the premises and to induce Company and Halliburton to enter into the Letter Agreement, Company and Halliburton hereby agree as follows:

1. *Defined Terms.*

- (a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Letter Agreement. Capitalized terms used herein and not otherwise defined herein or in the Letter Agreement shall have the meanings ascribed thereto in the Uniform Commercial Code as in effect from time to time in the State of Texas (the "UCC").
- (b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Collateral" shall have the meaning assigned to such term in Section 2.

"Intellectual Property" shall mean, collectively, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and foreign counterparts thereof.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether Company is licensee or licensor thereunder).

"Patents" shall mean (i) each patent and patent application listed in Schedule I attached hereto; (ii) all reissues, divisions, continuations (including continuations in-part and improvements thereof), extensions, renewals, and reexaminations thereof; (iii) all rights

corresponding thereto throughout the world, (iv) all inventions, discoveries, designs and improvements described therein; (v) all rights to sue for past, present and future infringements thereof, (v) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Software” shall mean all computer programs, object code, source code and supporting documentation developed or owned by the Company and listed on Schedule II attached hereto, including “software” as such term is defined in the UCC as in effect on the date hereof in the State of Texas, and computer programs that may be construed as included in the definition of “goods” in the UCC, all licensed rights to the foregoing, and all media on which any such programs, code, documentation or associated data may be stored.

“Trademark Licenses” shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether Company is licensee or licensor thereunder).

“Trademarks” shall mean (i) each trademark registration and application listed in Schedule I attached hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of or unfair competition with any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) Other Definitional Provisions.

- (i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- (ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. *Grant of Security Interest.* As security for the payment and performance of the Obligations, Company hereby grants and collaterally assigns to Halliburton a continuing first priority lien on and security interest in Company’s entire right, title and interest in and to its Intellectual Property, its Software and all Proceeds and products of any of the foregoing and all accessions to, substitutions and replacements for any of the foregoing, whether now or hereafter existing or in which Company now has or hereafter acquires any right, title or interest and wherever the same may be located, including the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (all of which being referred to collectively as the “Collateral”). For the avoidance of doubt, the security interest granted to Halliburton pursuant to this provision is only in the Collateral as defined in this Section 2.

3. *Security for Obligations; Company Remains Liable.*

- (a) Security for Secured Obligations. This Security Agreement secures, and the Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding, and the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of all Obligations.
- (b) Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) Company shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to Halliburton, (ii) Company shall remain liable under each of the agreements included in the Collateral and Halliburton shall not have any obligation or liability under any of such agreements by reason of or arising out of this Security Agreement or any other document related thereto, and (iii) the exercise by Halliburton of any of its rights hereunder shall not release Company from any of its duties or obligations under the contracts and agreements included in the Collateral.

4. *Covenants.* Until the termination of this Agreement pursuant to Section 12, Company shall, at its sole cost, expense and risk:

- (a) pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property;
- (b) take all actions necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way;
- (c) pursue the prompt, diligent processing of each application for registration, which constitutes Collateral, and not abandon or delay any such efforts;
- (d) take any and all action that Company reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions;
- (e) give Halliburton prompt written notice (with reasonable detail) in the event Company knows or has reason to know, that any application or registration relating to any of the Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any final, non-appealable adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and

Trademark Office or any court or tribunal) regarding Company's ownership of, or the validity of, any Intellectual Property or Company's right to register the same or to own and maintain the same;

- (f) provide Halliburton with thirty (30) business days' prior written notice for Company change in name, identity, corporate structure, sole place of business, chief executive office, type of organization or jurisdiction of organization and, prior to any such change have provide all information in connection therewith as Halliburton may reasonably request and take all actions requested by Halliburton to maintain the continuous validity, perfection and the priority of Halliburton's security interest in the Collateral intended to be granted and agreed to hereby, including, without limitation, any re-registration of Company's Intellectual Property with the appropriate governmental authority;
- (g) not, except for the security interest created by this Security Agreement, create or suffer to exist any lien upon or with respect to any of the Collateral;
- (h) use commercially reasonable efforts to defend the Collateral against all persons at any time claiming any interest therein;
- (i) not produce, use, expressly permit or otherwise permit (to its knowledge) any Collateral to be used in violation of any provision of this Security Agreement or in any material respect unlawfully or in violation of any applicable statute, regulation or ordinance or any material policy of insurance covering the Collateral;
- (j) not take or permit any action which could reasonably be expected to impair Halliburton's rights in the Collateral;
- (k) not sell, license, transfer or assign (by operation of law or otherwise) any Collateral;
- (l) at its own expense, take all reasonable steps in the United States Patent and Trademark Office, any state registry and any foreign counterpart of the foregoing to maintain the registration of each registered Intellectual Property owned by Company; and
- (m) promptly report to Halliburton (i) its filing of any application to register any Intellectual Property (whether such application is filed by Company or through any agent, employee, licensee or designee thereof), (ii) its acquisition of ownership of any Intellectual Property, and (iii) the registration of any Intellectual Property, in each case by executing and delivering to Halliburton (A) an updated Schedule I hereto including any such Intellectual Property, which Halliburton is hereby authorized to file with United States Patent and Trademark Office within thirty (30) days of such submission, acquisition or registration, or as soon thereafter as is legally permissible; provided that any Intellectual Property or rights therein acquired by Company after the date hereof shall constitute

Collateral as if such would have constituted Collateral at the time of execution hereof and be subject to the lien and security interest created by this Security Agreement without further action by any party.

5. *Representations and Warranties.* Company represents and warrants that:

- (a) it owns the Collateral or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral, whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, free and clear of any and all liens, rights or claims of all other persons, other than liens in favor of Halliburton;
- (b) upon (i) the filing of UCC financing statements naming Company as “debtor” and the Halliburton as “secured party” and describing the Collateral with the Secretary of State of the State of Texas and (ii) the filing of this Security Agreement with the United States Patent and Trademark Office, the security interests granted to Halliburton in the Collateral will constitute valid and perfected first priority liens;
- (c) other than any filings in favor of Halliburton, no effective UCC financing statement or other instrument under any applicable law covering all or any part of the Collateral is on file in any filing or recording office;
- (d) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the pledge or grant by Company of the liens purported to be created in favor of Halliburton hereunder or (ii) the exercise by Halliburton of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (1) for the filings and actions contemplated by Section 5(b) and (2) as may be required in connection with the disposition of any Collateral title to which is recorded or registered with a governmental authority or other regulatory body;
- (e) all information supplied by Company with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is accurate and complete in all material respects;
- (f) as of the date hereof, (i) Schedule I attached hereto sets forth a true and complete list of Intellectual Property of Company used or held for use by Company to conduct its business, as presently conducted, and (ii) Schedule II attached hereto sets forth a true and complete list of Software of Company used or held for use by Company to conduct its business, as presently conducted;
- (g) it is the sole owner of the entire right, title, and interest in and to all Intellectual Property and all Software listed in Schedule I and Schedule II, respectively, attached hereto that it purports to own and owns or has the valid right to use Intellectual Property and Software, free and clear of all liens (other than liens in favor of Halliburton);

- (h) no holding, decision or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, Company's right to register or Company's rights to own or use any Intellectual Property or Software, and no such action or proceeding is pending or threatened;
- (i) all registrations and applications of Intellectual Property purported to be owned by Company are currently standing in the name of Company; and
- (j) to its knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned by Company.

6. *No Violation of Letter Agreement.* The representations, warranties and covenants contained herein are supplemental to those representations, warranties and covenants contained in the Letter Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Letter Agreement.

7. *Further Assurances.*

- (a) Company agrees that from time to time it shall promptly execute and deliver all agreements, instruments, documents and papers, and take all such other action (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), that Halliburton may reasonably request in order to create or maintain the validity, perfection or priority of any security interest granted hereby to the extent contemplated hereby, and it shall promptly execute and deliver all further instruments and documents, and take all further action, that Halliburton may reasonably request in order to enable Halliburton to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Company hereby appoints Halliburton as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Halliburton's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.
- (b) Company hereby authorizes Halliburton to file any financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as Halliburton may determine, in its sole discretion, are necessary or desirable to perfect the security interest granted to Halliburton herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as Halliburton may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to Halliburton herein.

8. *Halliburton Appointed Attorney-In-Fact.*

- (a) Power of Attorney. To the fullest extent permitted by law, Company hereby irrevocably appoints Halliburton (such appointment being coupled with an

interest) as Company's attorney-in-fact, with full authority in the place and stead of Company and in the name of Company, Halliburton or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that Halliburton may deem reasonably necessary or advisable to accomplish the purposes of this Security Agreement and the other Loan Documents, including the following:

- (i) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by Company with respect to any Collateral;
- (ii) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (iii) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection Section 8(a)(ii);
- (iv) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that Halliburton may reasonably request for the collection of any of the Collateral or otherwise to enforce the rights of Halliburton with respect to any of the Collateral;
- (v) to prepare and file any UCC financing statements or continuations thereof, or amendments thereto, against Company as debtor;
- (vi) to prepare, sign and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of Company as debtor;
- (vii) upon the occurrence and during the continuance of an Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Security Agreement; and
- (viii) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Halliburton were the absolute owner thereof for all purposes, and to do, at Halliburton's option and Company's sole expense, at any time or from time to time, all acts and things that Halliburton deems reasonably necessary to protect, preserve or realize upon the Collateral and the Halliburton's security interest therein in order to effect the intent of this Security Agreement, all as fully and effectively as Company might do.

- (b) No Duty on the Part of Halliburton. The powers conferred on Halliburton hereunder are solely to protect the interests of Halliburton in the Collateral and shall not impose any duty upon Halliburton to exercise any such powers. Halliburton shall be accountable only for amounts that it actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Company for any act or failure to act hereunder, except for its own gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).

9. *Company's Rights To Enforce Collateral*. Prior to the existence of any Event of Default, Company shall have the exclusive right to sue for past, present and future infringement of the Collateral including the right to seek injunctions or money damages, in an effort by Company to protect the Collateral against encroachment by third parties, provided, however that:

- (a) any money damages awarded or received by Company on account of such suit (or the threat of such suit) shall constitute Collateral; and
- (b) any damages recovered in any action pursuant to this Section 9(b), net of costs and attorneys' fees reasonably incurred shall constitute Collateral.

Following the occurrence and during the continuance of any Event of Default, Company's rights as set forth above shall be terminated, unless otherwise expressly permitted in writing by Halliburton.

10. *Rights Upon any Event of Default*.

- (a) If any Event of Default shall have occurred and be continuing, (1) at the request of Halliburton, Company shall grant, assign, convey or otherwise transfer to Halliburton an absolute assignment of all of Company's right, title and interest in and to the Collateral and shall promptly execute and deliver Halliburton such documents as are reasonably necessary or appropriate to carry out the foregoing, the foregoing being in addition to the rights of Halliburton under Section 11(h) under the Letter Agreement, and (2) Halliburton shall have the ability to exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or the other Loan Documents or otherwise available to it at law or in equity, all the rights and remedies of Halliburton under the UCC to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise, and also may to the fullest extent permitted by applicable law, pursue any of the following separately, successively or simultaneously:
 - (i) require Company to, and Company hereby agrees that it shall at its expense and promptly upon request of Halliburton forthwith make any Collateral available to Halliburton at a place to be designated by Halliburton that is reasonably convenient to both parties;

- (ii) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of Halliburton's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Halliburton may deem commercially reasonable; and
 - (iii) apply any proceeds of Collateral in accordance with the provisions of Section 10(c).
- (b) Halliburton may be the purchaser of any or all of the Collateral at any public or private (to the extent the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and Halliburton 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 sale made in accordance with the UCC, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Halliburton at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Company, and Company hereby waives (to the extent permitted by applicable law) all rights of redemption, stay or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Company agrees that, to the extent notice of sale shall be required by law, at least ten business days' notice to Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Halliburton shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Halliburton may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Company agrees that it would not be commercially unreasonable for Halliburton to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Company hereby waives (to the extent permitted by applicable law) any claims against Halliburton arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Halliburton accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Obligations, Company shall remain liable for the deficiency and the reasonable fees of any attorneys employed by Halliburton to collect such deficiency. Company agrees to do or cause to be done all such other acts and things as may be reasonably necessary to make such disposition or dispositions of all or any portion of the Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs,

injunctions, decrees or awards of any and all courts, arbitrators or governmental authorities, domestic or foreign, having jurisdiction over any such sale or sales, all at Company's expense. Company further agrees that a breach of any of the covenants contained in this Section 10(b) will cause irreparable injury to Halliburton, that Halliburton has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 10(b) shall be specifically enforceable against Company, and Company hereby waives (to the extent permitted by applicable law) and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Obligations becoming due and payable prior to their stated maturities. Nothing in this Section 10(b) shall in any way alter the rights of Halliburton hereunder.

- (c) All proceeds received by Halliburton upon any sale, any collection from, or other realization upon all or any part of, the Collateral, together with all other moneys received by Halliburton hereunder, shall be applied in accordance with Section 12(h) of the Letter Agreement.

11. *No Limitation; Letter Agreement.* This Security Agreement has been executed and delivered by Company for, among other things, the purpose of recording the security interest granted to Halliburton with respect to the Collateral with the United States Patent and Trademark Office. In the event of a conflict between this Security Agreement and the Letter Agreement, the terms of the Letter Agreement shall control, other than with respect to the Collateral, for which the terms of the Security Agreement shall control.

12. *Termination; Release of Collateral.* This Security Agreement and the lien and security interest granted hereunder shall terminate upon the Obligations being indefeasibly paid in full in cash and the other Obligations of Company under the Letter Agreement being satisfied. Upon the foregoing termination, Halliburton shall, at the sole expense of Company, take such actions reasonably requested by Company to release Halliburton's security interest in the Collateral.

13. *Binding Effect; Benefits.* This Security Agreement shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Halliburton and their respective successors and assigns.

14. *Execution of Agreement.* This Security Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Security Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Security Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Security Agreement as to the parties and may be used in lieu of the original of this Security Agreement for all purposes. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for any purpose whatsoever.

15. *Jurisdiction; Service of Process.* Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Security Agreement shall be brought against either of the parties in the courts of the State of Texas, County of Harris, or, if it has or

can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the parties irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and irrevocably waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

16. *Costs.* Company agrees to pay all costs with respect to this Security Agreement as set forth in Section 12(g) of the Letter Agreement. Company shall indemnify Halliburton and its affiliates and their respective officers, employees, directors and agents, in each case as set forth in Section 12(g) of the Letter Agreement.

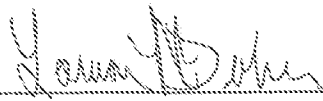
17. *Modification.* This Security Agreement may be modified or waived only by a separate writing signed by the parties hereto expressly modifying or waiving this Security Agreement.

18. *GOVERNING LAW.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be executed by its duly authorized representatives as of the date first above written.

HALLIBURTON ENERGY SERVICES, INC.

By: 
Name: Lamar Duhon
Title: Vice President

HILFLO, LLC (d/b/s ENGENUITY INC)

By: _____
Name: Lee Hilpert
Title: COO

Signature Page to Intellectual Property Security Agreement

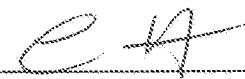
TRADEMARK
REEL: 005920 FRAME: 0439

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be executed by its duly authorized representatives as of the date first above written.

HALLIBURTON ENERGY SERVICES, INC.

By: _____
Name:
Title:

HILFLO, LLC (d/b/a ENGENUITY INC)

By:  _____
Name: Lee Hilpert
Title: COO

SCHEDULE I

Patent Applications

Patent Title/Description	Application Number	File Date
Automated Blowout Preventer and Testing System: A method for automated BOP testing.	15/086,419	4/7/2015
Hydrostatic Pressure Test Method and Apparatus: A method of controlling the temperature of the intensification fluid to mitigate thermally induced error.	15/151,309	5/10/2016
Hydrostatic Pressure Test Method: A method, constant pressure variable volume, for detecting leaks.	15/151,323	5/10/2016
Variable Ratio Rotary Energy Control Device for a Blowout Preventer Safety Device: A device that provides for energy conservation of hydraulic accumulators.	14/733,921	6/8/2015
Normalized Hydrostatic Test Method: A method of normalizing a leak path flow to a standardized orifice. Nonprovisional application is being prepared.	62/205,829	8/17/2015
Hydrostatic Test Validation Method: A method for validating BOP test configurations. Nonprovisional application is being prepared.	62/236,238	10/2/2015
Hydrostatic and Vibration Test System for a Blowout Preventative: A method and apparatus for intensification and leak detection of BOP Assemblies.	14/932,727	11/4/2015
Dual Seat Valve: A valve that has both a metal and elastomer seat.	14/993,864	1/12/2016
High Pressure Heat Exchanger: A heat exchanger with fully machined heads.	62/206,876 Abandoned	8/19/2015
Apparent Compressibility Profile: A method for detecting abnormal intensification profiles.	62/330,271	5/2/2016
Valve Actuator: A retrofit valve actuator.	62/350,771	6/6/2016

Patent Title/Description	Application Number	File Date
Method for Testing for Fluid Leaks: A method of calculating psi/min decay rates.	15/201,090	7/1/2016
Volume Test Method: A method for determining wellbore volume.	62/366,132	7/25/2016
Method and System for Determining Leaks: method of detecting a nonlinear volume change.	62/414,677	10/29/2016
Displacement Fluid Volume Test: method of determining nonlinear fluid compressibility in deviated and horizontal wellbores.	62/406,546	10/11/2016
Isolated Pressure Test System: a mechanical isolation tool to mitigate thermal related specific volume changes during a hydrostatic test.	62/414,754	10/30/2016
Secondary Barrier Test Method: method to determine the pressure integrity of wellbore pressure barriers.	62/414,748	10/30/2016

Trademarks

Trademark	Serial Number	File Date
BOPX: Leak detecting test apparatus for a blowout preventer on an oil or gas wellhead	86790513	10/16/2015

SCHEDULE II

The Software owned by Company is as follows:

Software	Description
EZ Test	Software associated with the operation of BOPX test units
EZ Chart	Software associated with the interface and operation of EZ Chart algorithms
EZ Build	Software related to the depiction and simulation of BOP Assemblies
EZ Report	Software related to the development of reports applicable to EZ Test, EZ Chart, and EZ Build