

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovex Downhole Solutions, Inc.		09/07/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	Commercial Loan Center/DCC
Internal Address:	500 First Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86682537	ANTELOPE
Serial Number:	86693053	ANTELOPE
Registration Number:	4729167	CENTRAMAX
Serial Number:	86630329	FGMAX
Serial Number:	86630317	FLOW-GUARD MAX
Registration Number:	4742041	TEAM OIL TOOLS
Registration Number:	4742042	TEAM
Registration Number:	4742043	ORIO
Serial Number:	87203747	SWAGE
Serial Number:	87884399	INNOVEX

CORRESPONDENCE DATA

Fax Number: 2149649501

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: 2149649443

Email: maureen.drews@hkllaw.com

Correspondent Name: Fan Yang

Address Line 1: Holland & Knight LLP

OP \$265.00 86682537

Address Line 2: 200 Crescent Court, Suite 1600
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Fan Yang

SIGNATURE: /Fan Yang/

DATE SIGNED: 09/07/2018

Total Attachments: 14

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TRADEMARK AND PATENT SECURITY AGREEMENT

This TRADEMARK AND PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 7, 2018, is made by INNOVEX DOWNHOLE SOLUTIONS, INC., a Delaware corporation (“Grantor”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, Grantor has entered into a Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of the date hereof, with Agent, the other Borrowers party thereto, the Guarantors party thereto and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Patents” shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(b) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(c) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now

existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(d) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the New York General Obligations Law).

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SCHEDULE A

PATENTS AND PATENT LICENSES

Grantor	Patent	Jurisdiction	Serial/Patent No.	Filing Date
Innovex Downhole Solutions, Inc.	Low Clearance Centralizer and Method of Making Centralizer	US, BR, CA,	US 7845061; BR P10812119-2; CA 2,686,668	5/16/2007
Innovex Downhole Solutions, Inc.	Low Clearance Centralizer	US	8,662,166	10/27/2010
Innovex Downhole Solutions, Inc.	Low Clearance Centralizer and Method of Making Centralizer	US	9,771,763	3/4/2014
Innovex Downhole Solutions, Inc.	Low Clearance Centralizer and Method of Making Centralizer	EP (GB, NO)	EP 2158378	3/3/2010
Innovex Downhole Solutions, Inc.	Expandable Centralizer for Expandable Pipe String	US, BR, CA, EP	US 7878241; BR P10812118-4; CA 2687495; EP 2158379	3/5/2008
Innovex Downhole Solutions, Inc.	Casing centralizers having flexible bow springs	US, CA,	8,763,690	4/7/2010
Innovex Downhole Solutions, Inc.	Apparatus for and Method of Securing a Centralizer to a Tubular	US	9,759,023	6/30/2014
Innovex Downhole Solutions, Inc.	Expandable centralizer for expandable pipe string	US	8,196,654	2/1/2011
Innovex Downhole Solutions, Inc.	Expandable Centralizer for Expandable Pipe String	US	8,770,280	5/21/2012
Innovex Downhole Solutions, Inc.	Minimum Clearance Bow-Spring Centralizer	US	6,679,325	2/8/2002

<u>Grantor</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Innovex Downhole Solutions, Inc.	Rigid Centralizer	US	8,844,624	12/6/2010
Innovex Downhole Solutions, Inc.	Apparatus for and Method of Deploying a Centralizer Installed on an Expandable Casing String	US	8,701,783	7/26/2007
Innovex Downhole Solutions, Inc.	Friction Reducing Wear Band and Method of Coupling a Wear Band to a Tubular	US, EP	US 8863834; EP 10714737.3	4/7/2010
Innovex Downhole Solutions, Inc.	Friction Reducing Wear Band and Method of Coupling a Wear Band to a Tubular	US	9,598,913	9/9/2014
Innovex Downhole Solutions, Inc.	Interference-Fit Stop Collar and Method of Positioning a Device on a Tubular	US, AU, CA	US 8832906; AU 2010233093; CA 2757459	4/8/2010
Innovex Downhole Solutions, Inc.	Interference-Fit Stop Collar and Method of Positioning a Device on a Tubular	US	9,273,525	10/4/2013
Innovex Downhole Solutions, Inc.	Performance Centralizer for Close Tolerance Applications	US	8,851,168	7/26/2011
Innovex Downhole Solutions, Inc.	Centralizer Assembly and Method for Attaching to a Tubular	US	9,745,803	9/30/2014
Innovex Downhole Solutions, Inc.	Centralizer Preconditioning and Testing Apparatus and	US	9,611,705	10/11/2013

<u>Grantor</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Innovex Downhole Solutions, Inc.	Method	US	9,228,400	2/11/2011
Innovex Downhole Solutions, Inc.	Device and Method for Affecting the Flow of Fluid in a Wellbore	US	9,228,400	2/11/2011
Innovex Downhole Solutions, Inc.	Rolled Tubular Centralizer	US, EP, CA	9,982,496; EP 14832286.0; CA 2,920,198	8/1/2013
Innovex Downhole Solutions, Inc.	Chromium-Free Spray Composition, Method, and Apparatus	US, EP	9,920,412; EP 14832286.0	8/28/2014
Innovex Downhole Solutions, Inc.	Wrap-Around Stop Collar and Method of Forming	US	9,765,576	8/15/2014
Innovex Downhole Solutions, Inc.	Multi-Vane Centralizer and Method of Forming	US	9,556,687	8/15/2014
Innovex Downhole Solutions, Inc.	Wear Resistant Layer for Downhole Well Equipment	US, GB (2),	7487840; GB 2435186; GB2464872	4/28/2005
Innovex Downhole Solutions, Inc.	One-Piece Centralizer with an Axial Seam and End-Collar Tabs	US	D717,836	3/26/2014
Innovex Downhole Solutions, Inc.	One-Piece Centralizer with an Axial Seam	US	D717,837	3/26/2014
Innovex Downhole Solutions, Inc.	One-Piece Centralizer with an Axial Seam and Windows	US	D718,342	3/26/2014
Innovex Downhole Solutions, Inc.	Collar Swaging of Single-Piece Centralizers	PCT	PCT/US2015/029462	5/6/2015
Innovex Downhole Solutions, Inc.	Wrap-Around Band and Sleeve Attachment Apparatus for an Oilfield Tubular	US	9,556,994	8/15/2014
Innovex Downhole	Modified Tubular	US; AU, EP, CA	9,376,871; AU 2013311983;	4/9/2013

<u>Grantor</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Solutions, Inc.			EP 2,893,121; CA 2,883,854	
Innovex Downhole Solutions, Inc.	Modified Tubular	US	9,404,317	1/8/2015
Innovex Downhole Solutions, Inc.	Centralizer with End-Collar Tabs and Engaging Rings	US	D743447	9/30/2014
Innovex Downhole Solutions, Inc.	Multi-Stage Cementing Tool and Method	US, PCT	9,816,351; PCT/US2015/060605	11/13/2015
Innovex Downhole Solutions, Inc.	Turned-Down Centralizer Sub Assembly	US, PCT	14/978,466; PCT/US2015/067351	12/22/2015
Innovex Downhole Solutions, Inc.	Cable Clamp	PCT	PCT/US2015/056821	10/22/2015
Innovex Downhole Solutions, Inc.	Devices and Methods for Forming Bow Springs of One-Piece Centralizers	US, PCT	14/707,845	5/8/2015
Innovex Downhole Solutions, Inc.	Centraliser	US	14/911,976	8/13/2014
Innovex Downhole Solutions, Inc.	Integrally Bonded Swell Packer	US	15/498,729	4/27/2017
Innovex Downhole Solutions, Inc.	Non-metallic centralizer for casing	US	5,908,072	5/02/1997
Innovex Downhole Solutions, Inc.	Integral pull-through centralizer	US	8,505,624	12/09/2010
Innovex Downhole Solutions, Inc.	Frac Sleeve with Rotational Inner Diameter Opening	US	8,499,841	11/5/2009
Innovex Downhole Solutions, Inc.	Laminar Flow Tool	US	8,281,817	11/6/2009
Innovex Downhole Solutions, Inc.	Step Ratchet Fracture Window System	US	8,616,285	12/28/2010
Innovex Downhole Solutions, Inc.	Laminate Pressure	US (abandoned),	11/501,414;	8/9/2006

Grantor	Patent	Jurisdiction	Serial/Patent No.	Filing Date
Solutions, Inc.	Containing Body for a Well Tool	AU (abandoned), CA, EP, MX, NO	CA 2,660,306 EP 2049761 MX 2009001401 NO 20090408	
Innovex Downhole Solutions, Inc.	Laminate Pressure Containing Body for a Well Tool	US (DIV)	7,980,303	10/2/2009
Innovex Downhole Solutions, Inc.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US, AU, BR, CA, CN, EP	8,267,178 CA 2,788,166 CN 201210317309.4 EP 12829054.1	9/1/2011
Innovex Downhole Solutions, Inc.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US, AU, BR, CA, CN, EP, MX	US 8,915,300 CA 2,788,164 CN 201210317356.9	12/6/2011
Innovex Downhole Solutions, Inc.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US	9,121,251	9/4/2012
Innovex Downhole Solutions, Inc.	Threaded Expansion Plugs	US	7,631,664	9/4/2008
Innovex Downhole Solutions, Inc.	Non-Damaging Slips Drillable Bridge Plug	US	8,579,024	7/14/2010
Innovex Downhole Solutions, Inc.	Multi-Actuating Seat and Drop Element	US, CA, GB	US 9,004,179 2,840,344 1315326.7	CA GB 2/29/2012
Innovex Downhole Solutions, Inc.	Multi-Actuating Plugging Device	US	9,909,384	4/14/2015
Innovex Downhole Solutions, Inc.	Method and Apparatus for Actuating a Downhole Tool	US	9,004,180	3/20/2012
Innovex Downhole Solutions, Inc.	Slip Assembly	US	9,228,404	1/30/2012
Innovex Downhole Solutions, Inc.	Slip Assembly	US	14/987,255	1/4/2016

<u>Grantor</u>	<u>Patent</u> (Divisional)	<u>Jurisdiction</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Solutions, Inc.	Swellable Packer with Internal Backup Ring	US	9,016,391	8/29/2012
Innovex Downhole Solutions, Inc.	Method and Apparatus for Smooth Bore Toe Valve	US	9,476,282	6/24/2013
Innovex Downhole Solutions, Inc.	Method and Apparatus for Actuating a Downhole Tool	US	9,359,864	11/6/2013
Innovex Downhole Solutions, Inc.	Method and Apparatus for Actuating a Downhole Tool	US	15/139,418	4/27/2016
Innovex Downhole Solutions, Inc.	Method and Apparatus for Downhole Tool Actuation	US, PCT	15/114,433	7/27/2016
Innovex Downhole Solutions, Inc.	Downhole Tool With Anti-Extrusion Device	US	9,677,373	10/31/2014
Innovex Downhole Solutions, Inc.	Toe Valve	US, PCT	14/569,927; PCT/US2015/064659	12/15/2014
Innovex Downhole Solutions, Inc.	Open-Hole Packer	US	9,506,315	3/6/2015
Innovex Downhole Solutions, Inc.	Dissolvable Ball Seat	US	15/255,420	9/2/2016
Innovex Downhole Solutions, Inc.	Insert For Well Plugs And Method	US	15/281,436	9/30/2016
Innovex Downhole Solutions, Inc.	Toe Valve	US	15/053,728	2/25/2016
Innovex Downhole Solutions, Inc.	Slip Segment For A Downhole Tool	US	15/064,312	3/8/2016
Innovex Downhole Solutions, Inc.	Downhole Tool With Expandable Sleeve	US, PCT	15/217,090; PCT/US2016/043545	7/22/2016
Innovex Downhole Solutions, Inc.	Linearly Indexing Well	US	US 9,458,698; 13/987,053	6/28/2013

Grantor	Patent	Jurisdiction	Serial/Patent No.	Filing Date
Solutions, Inc.	Bore Simulation Valve	US	9,670,750	8/9/2013
Innovex Downhole Solutions, Inc.	Methods Of Operating Well Bore Stimulation Valves	US, GC	9,896,908; GC 2014-27440	5/29/2014
Innovex Downhole Solutions, Inc.	Well Bore Stimulation Tool	US, CA, GC	US 8863853; CA 2855083; GC 2014-27438	3/28/2014
Innovex Downhole Solutions, Inc.	Linearly Indexing Well Bore Tool	US, GC, PCT	14/309,861; GC 2014-27439; PCT/US2014/044450	6/19/2014
Innovex Downhole Solutions, Inc.	Well Bore Tool With Ball Seat Assembly	US, PCT	US 9,441,467; 14/518,809; PCT/US2015/056342	10/20/2014
Innovex Downhole Solutions, Inc.	Indexing Well Bore Tool And Method For Using Indexed Well Bore Tools	US	15/674,771	8/11/2017
Innovex Downhole Solutions, Inc.	Downhole Tool For Generating Vibration In A Tubular	US	16/117,089	8/30/2018
Innovex Downhole Solutions, Inc.	Downhole Tool With an Expandable Sleeve, Grit Material, and Button Inserts	US	15/419,161	1/30/2017
Innovex Downhole Solutions, Inc.	Downhole Swivel	PCT	PCT/US2018/042993	7/20/2018
Innovex Downhole Solutions, Inc.	Downhole Tool with an Expandable Sleeve	US	15/985,637	5/21/2018
Innovex Downhole Solutions, Inc.	Downhole Tool with an Expandable Sleeve	US	16/018,903	6/26/2018
Innovex Downhole Solutions, Inc.	Float Sub With Pressure-Frangible Plug	US	15/892,451	2/9/2018
Innovex Downhole Solutions, Inc.	Chromium-Free Thermal Spray Composition, Method, and Apparatus	US		

Grantor	Patent	Jurisdiction	Serial/Patent No.	Filing Date
Innovex Downhole Solutions, Inc.	Time-Delayed Downhole Tool	US	15/381,515	12/16/2016
Innovex Downhole Solutions, Inc.	Radial Spring Lock System for Collars, Sleeves and Centralizers	US	15/834,367	12/7/2017
Innovex Downhole Solutions, Inc.	Downhole Tool With an Expandable Sleeve	US	15/727,390	5/22/2018
Innovex Downhole Solutions, Inc.	Float Sub With Pressure-Frangible Plug	US	US 16/018,903	6/26/2018
Innovex Downhole Solutions, Inc.	Float Sub With Pressure-Frangible Plug	PCT	PCT/US2018/039744	6/27/2018

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION	COMPANY/SUBSIDIARY
ANTELOPE & Design ANTELOPE	AN: 86682537	AD: 02-Jul-2015	US	Innovex Downhole Solutions, Inc.
ANTELOPE & Design ANTELOPE	AN: 86693053	AD: 14-Jul-2015	US	Innovex Downhole Solutions, Inc.
CENTRAMAX	AN: 86294907 RN: 4729167	AD: 29-May-2014 RD: 28-Apr-2015	US	Innovex Downhole Solutions, Inc.
FGMAX	AN: 86630329	AD: 14-May-2015	US	Innovex Downhole Solutions, Inc.
FLOW-GUARD MAX	AN: 86630317	AD: 14-May-2015	US	Innovex Downhole Solutions, Inc.
TEAM OIL TOOLS	AN: 86246656 RN: 4742041	AD: 9-Apr-2014 RD: 26-May-2015	US	Innovex Downhole Solutions, Inc.
TEAM TEAM	AN: 86246663 RN: 4742042	AD: 9-Apr-2014 RD: 26-May-2015	US	Innovex Downhole Solutions, Inc.
ORIO	AN: 86246668 RN: 4742043	AD: 9-Apr-2014 RD: 26-May-2015	US	Innovex Downhole Solutions, Inc.
SWAGE	AN: 87/203,747	AD: 14-Oct-2016	US	Innovex Downhole Solutions, Inc.

				Inc.
INNOVEX	AN: 87/884,399	AD: 19-Apr-2018	US	Innovex Downhole Solutions, Inc.