

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		01/31/2023	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 WEST W.T. HARRIS BLVD.		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3375085	IRON DERRICKMAN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	098073/0040		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	04/26/2023		
Total Attachments: 5			
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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of January 31, 2023, by and between **DEUTSCHE BANK TRUST COMPANY AMERICAS**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as the successor administrative agent ("Successor Agent").

WHEREAS, reference is made to (i) the LC Credit Agreement dated as of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among *inter alios*, Weatherford International plc, an Irish public limited company ("WIL-Ireland"), Weatherford International Ltd., a Bermuda exempted company ("WIL-Bermuda"), and Weatherford International, LLC, a Delaware limited liability company ("WIL-Delaware" and, together with WIL-Ireland and WIL-Bermuda, the "Borrowers"), the Resigning Agent, and the other parties from time to time party thereto, and (ii) the U.S. Security Agreement dated as of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrowers, the grantors from time to time party thereto and the Resigning Agent;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, Resigning Agent is a party to that certain Confirmatory Grant of Security Interest in United States Trademarks (the "Trademark Security Agreement") dated as of December 13, 2019 with Weatherford Canada Ltd. (the "Grantor") and the other parties thereto, and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 12, 2020 at Reel/Frame: 006890/0044;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged, assigned and granted to the Resigning Agent, on behalf of and for the benefit of the Secured Parties, a security interest (the "Security Interest") in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Exhibit A attached hereto;

WHEREAS, pursuant to that certain Successor Agent and Assignment Agreement dated as of October 17, 2022, Resigning Agent resigned as Administrative Agent and Successor Agent was appointed as Administrative Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

NOW, THEREFORE, IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Exhibit A attached hereto.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Trademark Security Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

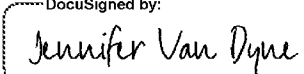
(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

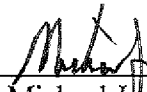
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
in its capacity as the Resigning Agent

By: 
Name: Jennifer Van Dyne
Title: Vice President


Boris Treyger
Vice President

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
in its capacity as the Successor Agent

By:  _____
Name: Michael Jenak
Title: Managing Director

[Signature Page to Trademark Security Interest Assignment Agreement (Weatherford Canada Ltd.)]

Exhibit A – SCHEDULE OF TRADEMARKS

Trademark Name	Application #	Date Filed	Registration #	Registration Date	Registered Owner
IRON DERRICKMAN	77/098,682	Feb 3, 2007	3375085	Jan 29, 2008	Weatherford Canada Ltd.