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Form PTO-1595
(Rev. 10/02)

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OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Grant Prideco, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Patent

Execution Date: 12/19/2002

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/113108; and
09/912053B. Patent No.(s) 6367845; 6325278;
4548431; and 5853199Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gina Durham

Internal Address: _____

Street Address: c/o O'Melveny & Myers LLP

400 South Hope Street

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 360.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

01/07/2003 DBYRNE 00000011 10113108

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01 FC:802 9. Signature. 240.00 OP
02 FC:802 120.00 OP

Gina Durham

Name of Person Signing

Signature

1/2/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

LA3:1029565

PATENT (212,403-932)
 REEL: 13323 FRAME: 0989

GRANT OF PATENT SECURITY INTEREST

WHEREAS, each undersigned grantor and each Additional Grantor that may become a party hereto after the date hereof in accordance with Section 22 of the Security Agreement referenced below (each, a **"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 19, 2002 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**; all capitalized terms used herein without definition having the meanings ascribed thereto in the Security Agreement), among the Grantors, Deutsche Bank Trust Company Americas, as Agent, (**"Secured Party"**) and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral, for the purpose of securing all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Patent Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); and

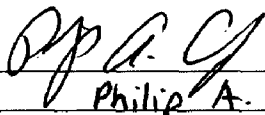
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14th day of December, 2002.

GRANT PRIDECO, INC.

By: 
Name: Philip A. Choyce
Title: Vice President

S-1

Grant of Patent
Security Interest

LA3:1028828.1

PATENT
REEL: 13323 FRAME: 0992

SCHEDULE A**TO****GRANT OF PATENT SECURITY INTEREST****Patents Pending:**

<u>Applicant</u>	<u>Invention</u>	<u>File Date</u>	<u>Application No.</u>
Grant Prideco, Inc.	Replaceable Corrosion Resistant Tool Joint Seal	4/1/02	10/113108
Grant Prideco, Inc.	Concentric, Insulated Tubular Conduits and Method of Assembly	7/23/01	09/912053

Patents Issued:

<u>Owner</u>	<u>Invention</u>	<u>Issue Date</u>	<u>Patent No.</u>
Grant Prideco, Inc.	Control Line Coupling and Tubular String Control Line Assembly Employing Same	4/9/02	6367845
Grant Prideco, Inc.	Concentric, Insulated Tubular conduits and Method of Assembly	12/4/01	6325278
Grant Prideco, Inc.	Tool Joint with Internal/External Make-up Shoulder	10/22/85	4548431
Grant Prideco, Inc.	Fatigue Resistant Drill Pipe	12/29/98	5853199

Schedule A-1

LA3:1028828.1

RECORDED: 01/03/2003**PATENT
REEL: 13323 FRAME: 0993**