

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EXPRO AMERICAS, LLC	09/02/2014
RECEIVING PARTY DATA		
Name:	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS COLLATERAL AGENT	
Street Address:	8 CANADA SQUARE, CANARY WHARF	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	E14 5HQ	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	6089323	
Patent Number:	8413677	
Patent Number:	7677883	
Patent Number:	7677882	
Patent Number:	7360611	
Patent Number:	7275606	
Patent Number:	7231932	
Patent Number:	7159604	
Patent Number:	7124770	
Patent Number:	6883614	
Patent Number:	5794703	
Patent Number:	6580449	
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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:	714-540-1235	
Email:	ipdocket@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
		PATENT

ATTORNEY DOCKET NUMBER:	028878-9122
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/ATK/
DATE SIGNED:	09/04/2014
Total Attachments: 16 source=IP Sec Agt - Expro#page1.tif source=IP Sec Agt - Expro#page2.tif source=IP Sec Agt - Expro#page3.tif source=IP Sec Agt - Expro#page4.tif source=IP Sec Agt - Expro#page5.tif source=IP Sec Agt - Expro#page6.tif source=IP Sec Agt - Expro#page7.tif source=IP Sec Agt - Expro#page8.tif source=IP Sec Agt - Expro#page9.tif source=IP Sec Agt - Expro#page10.tif source=IP Sec Agt - Expro#page11.tif source=IP Sec Agt - Expro#page12.tif source=IP Sec Agt - Expro#page13.tif source=IP Sec Agt - Expro#page14.tif source=IP Sec Agt - Expro#page15.tif source=IP Sec Agt - Expro#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 2, 2014, among EXPRO AMERICAS, LLC and EXPRO METERS, INC. each Additional Grantor listed on the signature pages hereto, (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as collateral agent for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

A. **WHEREAS**, pursuant to a senior credit facilities agreement (the “**Senior Facilities Agreement**”), dated July 14, 2008 and as amended and restated from time to time including by an amendment and restatement agreement dated July 16, 2013 among, *inter alios*, Expro Holdings UK 3 Limited (formerly Umbrellastream Holdco 3 Limited) (the “**Parent**”), Expro Holdings UK 4 Limited (formerly Umbrellastream Limited) (the “**Company**”), the Original Obligors (as defined therein), the Original Guarantors (as defined therein), the Existing Facility Agent, the Collateral Agent, the Arrangers (as defined therein) and the senior lenders party thereto, such senior lenders agreed to grant certain facilities to the borrowers under the Senior Facilities Agreement;

B. **WHEREAS**, pursuant to a mezzanine loan facility agreement (the “**Mezzanine Facilities Agreement**”), dated as of July 14, 2008 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, including by an amendment and restatement dated June 9, 2011) among, *inter alios*, the Parent, the Company, certain other Original Obligors (as defined therein) and the Mezzanine Agent (as defined therein, the “**Mezzanine Agent**”) as security agent and the lenders party thereto, such lenders have agreed to grant certain facilities to the borrowers under the Mezzanine Facilities Agreement (together with the Senior Facilities Agreement, each a “**Facility Agreement**” and collectively, the “**Facility Agreements**”);

C. **WHEREAS**, pursuant to the Mezzanine Facilities Agreement and the Senior Facilities Agreement, Expro Holdings UK 2 Limited, the Parent, HSBC Bank PLC (the “**Senior Agent**”), the Mezzanine Agent, the Collateral Agent, the Senior Lenders, the Mezzanine Lenders and the Hedge Counterparties and Intra-Group Lenders named therein, among others, entered into an Intercreditor Agreement on July 14, 2008 and as amended and restated on August 13, 2008, December 21, 2009 and September 2, 2014 and as amended, amended and restated, supplemented or otherwise modified from time to time (the “**Intercreditor Agreement**”);

D. **WHEREAS**, pursuant to the Senior Facilities Agreement and the Mezzanine Facilities Agreement and the pledge and security agreement dated October 10, 2008 as heretofore amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof (the “**Existing Pledge and Security Agreement**”), and an intellectual property agreement dated October 10, 2008 as heretofore amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof (the “**Existing Intellectual Property Agreement**”), the grantors party thereto agreed to grant certain security, including, among other things, security over certain Intellectual Property Collateral in favor of the Collateral Agent (as successor to The Royal Bank of Scotland PLC) as security agent to secure, among others, the Secured Obligations under the Senior Facilities Agreement and the Mezzanine Facilities Agreement;

E. **WHEREAS**, pursuant to an amendment and restatement to the Existing Intercreditor Agreement, dated as of August 11, 2010, the Parent transferred the role of Collateral Agent under, and in connection with the Finance Documents (as defined in the Senior Facilities Agreement), to

HSBC Corporate Trustee Company (UK) Limited and its successors and assigns as successor to The Royal Bank of Scotland PLC;

F. **WHEREAS**, pursuant to a credit agreement (the “**Credit Agreement**”), dated as of September 2, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time) among, *inter alios*, the Borrowers (as defined therein), HSBC Bank USA, National Association as administrative agent (the “**Administrative Agent**”), the Collateral Agent and its successors and assigns and the lenders party thereto (the “**Lenders**”), the Lenders have agreed to extend credit to the Borrowers (as defined therein);

G. **WHEREAS**, pursuant to an amended and restated pledge and security agreement dated as of September 2, 2014 (the “**Amended and Restated Pledge and Security Agreement**”), the Grantors intend (i) to amend and restate the terms of the Existing Pledge and Security Agreement to, among other things, secure the First Lien Secured Obligations (including without limitation, the Obligations (as defined in the Credit Agreement)) and the Second Lien Secured Obligations and (ii) to amend and restate the terms of the Existing Intellectual Property Agreement (the “**Amended and Restated Intellectual Property Agreement**”) to, among other things, secure the Intellectual Property Collateral; and

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, each of the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or permitted assigns), hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Amended and Restated Pledge and Security Agreement and used herein have the meaning given to them in the Amended and Restated Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

(A) As 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 payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

(B) As 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 payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Amended and Restated Intellectual Property Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Amended and Restated Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Amended and Restated Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER ARE GOVERNED BY, AND CONSTRUED AND ENFORCED IN
ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK
(INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF
NEW YORK) WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD
REQUIRE APPLICATION OF ANOTHER LAW.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

as Collateral Agent

By

Name:

Title:

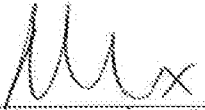
Jason Blondell
Authorised Signatory

[Signature Page to First Amended and Restated Intellectual Property Security Agreement]

87562788

EXPRO AMERICAS, LLC

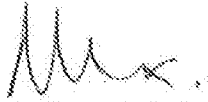
By


Name: Melanina Cox
Title: Authorized Signatory

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXPRO METERS, INC.

By



Name: Melania Cox
Title: Authorized Signatory

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

SCHEDULE I
TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS

None.

SCHEDULE II
TO THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

<u>No.</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
1.	Tractor system	09318502	5/25/1999	6089323	7/18/2000	Expro Americas, LLC
2.	System for accelerating relief valve opening	12928744	12/17/2010	8413677	4/9/2013	Expro Americas, LLC
3.	Trailer mounted smokeless dual-phase burner system	11489099	7/19/2006	7677883	3/16/2010	Expro Americas, LLC
4.	Smokeless liquid dual-phase burner system	11489034	7/19/2006	7677882	3/16/2010	Expro Americas, LLC
5.	Flow system for a hydraulic choke solids strainer	11805328	5/23/2007	7360611	4/22/2008	Expro Americas, LLC
6.	Solids strainer system for a hydraulic choke	11799846	5/4/2007	7275606	10/2/2007	Expro Americas, LLC
7.	Apparatus and methods for servicing a hydraulic choke	11595608	11/9/2006	7231932	6/19/2007	Expro Americas, LLC
8.	Manipulator system for servicing a hydraulic choke	10832779	4/27/2004	7159604	1/9/2007	Expro Americas, LLC
9.	Shear mechanism for backpressure relief in a choke valve	10760910	1/20/2004	7124770	10/24/2006	Expro Americas, LLC
10.	Modular actuator system for valves and chokes	10832778	4/27/2004	6883614	4/26/2005	Expro Americas, LLC
11.	Wellbore tractor and method of moving an item through a wellbore	08675176	7/3/1996	5794703	8/18/1998	Expro Americas, LLC

No.	Title	App. No.	Filing Date	Patent No.	Issue Date	Owner
12.	Borehole Inspection Instrument Having a Low Voltage, Low Power Fiber Optic Light Head	--	--	6580449	06/17/2003	Expro Americas, LLC
13.	System and method for optimizing a gas/liquid separation process	11483025	7/7/2006	8641813	2/4/2014	Expro Meters, Inc.
14.	Method and apparatus for monitoring multiphase fluid flow	12788050	5/26/2010	8452551	5/28/2013	Expro Meters, Inc.
15.	Viscous fluid flow measurement using a differential pressure measurement and a sonar measured velocity	12575908	10/8/2009	8428892	4/23/2013	Expro Meters, Inc.
16.	Apparatus and method for sensing fluid flow in a pipe with variable wall thickness	13046259	3/11/2011	8402841	3/26/2013	Expro Meters, Inc.
17.	Ultrasonic fluid flow meter housing with acoustically matched base	12797383	6/9/2010	8402840	6/9/2010	Expro Meters, Inc.
18.	Sonar-based flow meter operable to provide product identification	12035826	2/22/2008	8346491	1/1/2013	Expro Meters, Inc.
19.	Method and apparatus for making a water cut determination using a sequestered liquid-continuous stream	12479303	6/5/2009	8286466	10/16/2012	Expro Meters, Inc.
20.	Apparatus and method for measuring liquid and gas flow rates in a stratified multi-phase flow	12164828	6/30/2008	8229686	7/24/2012	Expro Meters, Inc.
21.	Method and apparatus for determining pipewall thickness using one or more ultrasonic sensors	12405054	3/16/2009	8117918	2/21/2012	Expro Meters, Inc.
22.	System and method for providing a compositional measurement of a mixture having entrained gas	12055566	3/26/2008	8061186	11/22/2011	Expro Meters, Inc.
23.	Apparatus for attenuating ultrasonic waves propagating within a pipe wall	12497075	7/2/2009	7975559	7/12/2011	Expro Meters, Inc.
24.	Apparatus for attenuating ultrasonic waves propagating within a pipe wall	12422023	4/1/2009	7963177	6/21/2011	Expro Meters, Inc.
25.	Clamp-on apparatus for measuring a fluid flow that includes a protective sensor housing	12422668	4/13/2009	7963175	6/21/2011	Expro Meters, Inc.

No.	Title	App. No.	Filing Date	Patent No.	Issue Date	Owner
26.	Apparatus and method for providing a stratification metric of a multiphase fluid flowing within a pipe	12139613	6/16/2008	7962293	6/14/2011	Expro Meters, Inc.
27.	Method for quantifying varying propagation characteristics of normal incident ultrasonic signals as used in correlation based flow measurement	12339552	12/19/2008	7831398	11/9/2010	Expro Meters, Inc.
28.	Apparatus and method for augmenting a coriolis meter	11872304	10/15/2007	7793555	9/14/2010	Expro Meters, Inc.
29.	Apparatus and method for measuring a fluid flow parameter within an internal passage of an elongated body	11937003	11/8/2007	7752918	7/13/2010	Expro Meters, Inc.
30.	Industrial flow meter having an accessible digital interface	11373038	3/10/2006	7725270	5/25/2010	Expro Meters, Inc.
31.	Process fluid sound speed determined by characterization of acoustic cross modes	12061032	4/2/2008	7690266	4/6/2010	Expro Meters, Inc.
32.	Apparatus and method of lensing an ultrasonic beam for an ultrasonic flow meter	11931214	10/31/2007	7673526	3/9/2010	Expro Meters, Inc.
33.	System and method for operating a flow process	10875859	6/24/20047	7672794	3/2/2010	Expro Meters, Inc.
34.	Multi-phase flow measurement system having a fluid separator	11482870	7/7/2006	7661302	2/16/2010	Expro Meters, Inc.
35.	Apparatus and method for attenuating acoustic waves in pipe walls for clamp-on ultrasonic flow meter	11926757	10/29/2007	7624651	12/1/2009	Expro Meters, Inc.
36.	Apparatus and method for attenuating acoustic waves propagating within a pipe wall	11881477	7/27/2007	7624650	12/1/2009	Expro Meters, Inc.
37.	Wet gas metering using a differential pressure and a sonar based flow meter	11972228	1/10/2008	7603916	10/20/2009	Expro Meters, Inc.
38.	Apparatus and method for providing a density measurement augmented for entrained gas	11599250	11/13/2006	7596987	10/6/2009	Expro Meters, Inc.
39.	Flow rate measurement for industrial sensing applications using unsteady pressures	11844653	8/24/2007	7587948	9/15/2009	Expro Meters, Inc.
40.	Apparatus and method for measuring a parameter of a multiphase flow	11652363	1/10/2007	7526966	5/5/2009	Expro Meters, Inc.
41.	Method and apparatus for measuring parameters of a stratified flow	11934282	11/2/2007	7516024	4/7/2009	Expro Meters, Inc.
42.	Apparatus having an array of piezoelectric film sensors for measuring parameters of a	11521627	9/14/2006	7474966	1/6/2009	Expro Meters, Inc.

No.	Title	App. No.	Filing Date	Patent No.	Issue Date	Owner
	process flow within a pipe					
43.	Apparatus and method for determining a parameter in a wet gas flow	11749632	5/16/2007	7454981	11/25/2008	Expro Meters, Inc.
44.	Apparatus and method of processing data to improve the performance of a flow monitoring system	11378000	3/17/2006	7440873	10/21/2008	Expro Meters, Inc.
45.	Apparatus and method for measuring a parameter of a multiphase flow	11442954	5/30/2006	7437946	10/21/2008	Expro Meters, Inc.
46.	Flow measurement apparatus having strain-based sensors and ultrasonic sensors	11770048	6/28/2007	7430924	10/7/2008	Expro Meters, Inc.
47.	Submersible meter for measuring a parameter of gas hold-up of a fluid	11115492	4/26/2005	7426852	9/23/2008	Expro Meters, Inc.
48.	Wet gas metering using a differential pressure based flow meter with a sonar based flow meter	11482871	7/7/2006	7418877	9/2/2008	Expro Meters, Inc.
49.	Apparatus having an array of clamp on piezoelectric film sensors for measuring parameters of a process flow within a pipe	10712818	11/12/2003	7400985	7/15/2008	Expro Meters, Inc.
50.	System for measuring a parameter of an aerated multi-phase mixture flowing in a pipe	11268815	11/7/2005	7389687	6/24/2008	Expro Meters, Inc.
51.	Apparatus and method using an array of ultrasonic sensors for determining the velocity of a fluid within a pipe	10756977	1/13/2004	7389187	6/17/2008	Expro Meters, Inc.
52.	Apparatus and method for providing a fluid cut measurement of a multi-liquid mixture compensated for entrained gas	11227713	9/15/2005	7380438	6/3/2008	Expro Meters, Inc.
53.	Method and apparatus for determining a quality metric of a measurement of a fluid parameter	11642007	12/19/2006	7379828	5/27/2008	Expro Meters, Inc.
54.	Apparatus and method for providing a flow measurement compensated for entrained gas	11656848	1/22/2007	7367240	5/6/2008	Expro Meters, Inc.
55.	Piezocable based sensor for measuring unsteady pressures inside a pipe	11089089	3/23/2005	7367239	5/6/2008	Expro Meters, Inc.
56.	Apparatus and method for measuring compositional parameters of a mixture	11130689	5/17/2005	7363800	4/29/2008	Expro Meters, Inc.
57.	Apparatus and method for measuring parameters of a mixture having solid particles suspended in a fluid flowing in a pipe	10349716	1/23/2003	7359803	4/15/2008	Expro Meters, Inc.
58.	Apparatus and method for fiscal measuring of an aerated fluid	11442953	5/30/2006	7343820	3/18/2008	Expro Meters, Inc.
59.	Apparatus and method of measuring gas	11474915	6/20/2006	7343818	3/18/2008	Expro Meters, Inc.

<u>No.</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
	volume fraction of a fluid flowing within a pipe					
60.	Dual function flow measurement apparatus having an array of sensors	11585392	10/23/2006	7340353	3/4/2008	Expro Meters, Inc.
61.	Apparatus and method for measuring parameters of a mixture having liquid droplets suspended in a vapor flowing in a pipe	11410522	4/24/2006	7337075	2/26/2008	Expro Meters, Inc.
62.	Apparatus and method for measuring settlement of solids in a multiphase flow	11592915	11/3/2006	7330797	2/12/2008	Expro Meters, Inc.
63.	Probe for measuring parameters of a flowing fluid and/or multiphase mixture	10412839	4/10/2003	7328624	2/12/2008	Expro Meters, Inc.
64.	Method for calibrating a volumetric flow meter having an array of sensors	11603686	11/21/2006	7328113	2/5/2008	Expro Meters, Inc.
65.	Method and apparatus for measuring a parameter of a high temperature fluid flowing within a pipe using an array of piezoelectric based flow sensors	10909612	8/2/2004	7322251	1/29/2008	Expro Meters, Inc.
66.	Apparatus and method for measuring a fluid flowing in a pipe using acoustic pressures	11295250	12/5/2005	7322245	1/29/2008	Expro Meters, Inc.
67.	Piezocable based sensor for measuring unsteady pressures inside a pipe	10915312	8/9/2004	7308820	12/18/2007	Expro Meters, Inc.
68.	Portable flow measurement apparatus having an array of sensors	11582203	10/16/2006	7302861	12/4/2007	Expro Meters, Inc.
69.	Apparatus and method for augmenting a coriolis meter	11291189	11/30/2005	7299705	11/27/2007	Expro Meters, Inc.
70.	Configurable multi-function flow measurement apparatus having an array of sensors	10875856	6/24/2004	7295933	11/13/2007	Expro Meters, Inc.
71.	Apparatus and method for measuring parameters of a mixture having solid particles suspended in a fluid flowing in a pipe	10512401	10/22/2004	7275421	10/2/2007	Expro Meters, Inc.
72.	Flow rate measurement for industrial sensing applications using unsteady pressures	11124753	5/9/2005	7261002	8/28/2007	Expro Meters, Inc.
73.	Method and apparatus for measuring parameters of a fluid flowing within a pipe using a configurable array of sensors	10909592	8/2/2004	7253742	8/7/2007	Expro Meters, Inc.
74.	Apparatus for measuring parameters of a fluid in a lined pipe	11473192	6/22/2006	7249525	7/31/2007	Expro Meters, Inc.
75.	Characterizing unsteady pressures in pipes	10875860	6/24/2004	7245385	7/17/2007	Expro Meters, Inc.

No.	Title	App. No.	Filing Date	Patent No.	Issue Date	Owner
	using optical measurement devices					
76.	Flow measurement apparatus having strain-based sensors and ultrasonic sensors	10964043	10/12/2004	7237440	7/3/2007	Expro Meters, Inc.
77.	Apparatus for measuring velocity and flow rate of a fluid having a non-negligible axial mach number using an array of sensors	10862237	6/7/2004	7197942	4/3/2007	Expro Meters, Inc.
78.	Contact-based transducers for characterizing unsteady pressures in pipes	10975745	10/27/2004	7197938	4/3/2007	Expro Meters, Inc.
79.	Method and apparatus for measuring a parameter of a fluid flowing within a pipe using sub-array processing	10997632	11/24/2004	7171315	1/30/2007	Expro Meters, Inc.
80.	Apparatus and method for providing a flow measurement compensated for entrained gas	10766440	1/27/2004	7165464	1/23/2007	Expro Meters, Inc.
81.	Apparatus and method for compensating a coriolis meter	10892886	7/15/2004	7152460	12/26/2006	Expro Meters, Inc.
82.	Method and apparatus for determining a quality metric of a measurement of a fluid parameter	11011453	12/13/2004	7152003	12/19/2006	Expro Meters, Inc.
83.	Apparatus having a multi-band sensor assembly for measuring a parameter of a fluid flow flowing within a pipe	10795111	3/4/2004	7146864	12/12/2006	Expro Meters, Inc.
84.	Method for calibrating a volumetric flow meter having an array of sensors	10720599	11/24/2003	7139667	11/21/2006	Expro Meters, Inc.
85.	Apparatus and method for providing a density measurement augmented for entrained gas	10909593	8/2/2004	7134320	11/14/2006	Expro Meters, Inc.
86.	Dual function flow measurement apparatus having an array of sensors	10875857	6/24/2004	7127360	10/24/2006	Expro Meters, Inc.
87.	Portable flow measurement apparatus having an array of sensors	10862234	6/7/2004	7121152	10/17/2006	Expro Meters, Inc.
88.	Method and apparatus for measuring a parameter of a fluid flowing within a pipe using an array of sensors	10964044	10/12/2004	7110893	9/19/2006	Expro Meters, Inc.
89.	Apparatus for measuring parameters of a flowing multiphase mixture	10756922	1/13/2004	7096719	8/29/2006	Expro Meters, Inc.
90.	Apparatus and method of measuring gas volume fraction of a fluid flowing within a pipe	10762410	1/21/2004	7062976	6/20/2006	Expro Meters, Inc.
91.	Apparatus and method for measuring unsteady pressures within a large diameter pipe	10762408	1/21/2004	7058549	6/6/2006	Expro Meters, Inc.
92.	Apparatus and method for measuring parameters of a mixture having liquid	10376427	2/26/2003	7032432	4/25/2006	Expro Meters, Inc.

<u>No.</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
	droplets suspended in a vapor flowing in a pipe					
93.	Fluid parameter measurement for industrial sensing applications using acoustic pressures	10842068	5/10/2007	6988411	1/24/2006	Expro Meters, Inc.
94.	Apparatus and method having an optical fiber disposed circumferentially around the pipe for measuring unsteady pressure within a pipe	10224821	8/21/2002	6959604	11/1/2005	Expro Meters, Inc.
95.	Flow rate measurement for industrial sensing applications using unsteady pressures	10007736	11/8/2001	6889562	5/10/2005	Expro Meters, Inc.
96.	Fluid parameter measurement for industrial sensing applications using acoustic pressures	10007749	11/8/2001	6732575	5/11/2004	Expro Meters, Inc.
97.	Non-intrusive fiber optic pressure sensor for measuring unsteady pressures within a pipe	09344093	6/25/1999	6450037	9/17/2002	Expro Meters, Inc.

(B) PATENT APPLICATIONS

<u>No.</u>	<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Owner</u>
1.	Systems and methods for managing hydrocarbon material producing wellsites using clamp-on flow meters	14055536	10/16/2013	Expro Meters, Inc.
2.	Method and apparatus for monitoring multiphase fluid flow	13390288	4/24/2012	Expro Meters, Inc.
3.	Method for in-situ calibrating a differential pressure plus sonar flow meter system using dry gas conditions	13313836	12/7/2011	Expro Meters, Inc.
4.	Apparatus and method for measuring a fluid flow parameter within an internal passage of an elongated body	12817842	6/17/2010	Expro Meters, Inc.
5.	Velocity and impingement method for determining parameters of a particle/fluid flow	12197748	8/25/2008	Expro Meters, Inc.
6.	A System and Method For Providing A Compositional Measurement Of A Mixture Having Entrained Gas	12055566	03/26/2008	Expro Meters, Inc.
7.	Two Phase Surveillance System Using DP Plus SONAR and PVT Tuning	12788050	5/26/2010	Expro Meters, Inc.
8.	Method for Leveraging the Transient Behavior Determining Gas and Liquid Production from Gas Continuous Wells using Two Flow Meters with Dissimilar Response to Liquids	13313836	12/07/2010	Expro Meters, Inc.
9.	Minimally Intrusive Monitoring of a Multiphase Process Flow using a Tracer	13161319	06/15/2011	Expro Meters, Inc.

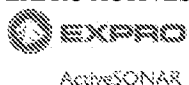
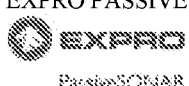
(C) PATENT LICENSES

None.

**SCHEDULE III
TO THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
Design Only 	75424912 01/28/1998	2327747 03/14/2000	Renewed in 2010	Expro Americas, LLC
KINLEY	75424567 01/28/1998	2327744 03/14/2000	Renewed in 2010 Section 2(F)	Expro Americas, LLC
KINLEY	73102013 10/04/1976	1114797 03/13/1979	Renewed in 2009 Section 2(F)	Expro Americas, LLC
EXPRO	76479457 12/31/2002	2909570 12/14/2004	Registered	Expro Americas, LLC
EXPRO	85336292 06/02/2011		Published Intent To Use	Expro Americas, LLC
POWER CHOKES	76566430 12/22/2003	2926053 02/08/2005	Registered Supplemental Register	Expro Americas, LLC
POWER CHOKES 	75911979 02/07/2000	2444250 04/17/2001	Renewed in 2011	Expro Americas, LLC
POWERAMPS	76571815 01/26/2004	3268748 07/24/2007	Registered	Expro Americas, LLC
POWERCHOKES	85615550 05/03/2012	4277532 01/15/2013	Registered Supplemental Register	Expro Americas, LLC
POWERCHOKES	85615543 05/03/2012	4299540 03/05/2013	Registered Supplemental Register	Expro Americas, LLC
EXPRO ACTIVESONAR 	79086084 03/25/2010	4103580 02/28/2012	Registered Section 66(A)	Expro Meters, Inc
EXPRO PASSIVESONAR 	79086261 03/26/2010	4103584 02/28/2012	Registered Section 66(A)	Expro Meters, Inc

(B) TRADEMARK APPLICATIONS

None.

(C) TRADEMARK LICENSES

None.