

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3309564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
PROSERV OPERATIONS INC.	04/14/2015
PROSERV UK LIMITED	04/14/2015

RECEIVING PARTY DATA

Name:	HSBC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	452 FIFTH AVENUE - 8E6
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	6655405
Patent Number:	6779543
Patent Number:	7159605
Patent Number:	7243671
Patent Number:	6520478
Application Number:	62011614
Patent Number:	6702024
Patent Number:	7073590
Application Number:	14264669
Application Number:	12889622
Patent Number:	7225831
Application Number:	62043030
Patent Number:	5771931
Patent Number:	6497251
Application Number:	14067398
Patent Number:	6474362
Patent Number:	6571822
Patent Number:	6318400

PATENT

Property Type	Number
Application Number:	13448118
Patent Number:	8286713
Patent Number:	6568418
Patent Number:	6257268
Patent Number:	6843266
Patent Number:	6805360
Patent Number:	6481454
Application Number:	61923387
Patent Number:	6651696
Patent Number:	8677841
Patent Number:	7355122
Application Number:	62014472
Patent Number:	6527010
Patent Number:	5901749
Patent Number:	8631873
Patent Number:	7419001
Patent Number:	7604047
Application Number:	61923616

CORRESPONDENCE DATA

Fax Number: (212)303-7064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP

Address Line 1: 75 EAST 55TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 90921.00006 (FIRST LIEN)

NAME OF SUBMITTER: CHRISTINE DIONNE

SIGNATURE: /CHRISTINE DIONNE/

DATE SIGNED: 04/14/2015

Total Attachments: 6

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FIRST LIEN PATENT SHORT FORM SECURITY AGREEMENT dated as of April 14, 2015, (this “**Agreement**”), among Proserv Operations Inc., a Texas corporation (the “**U.S. Grantor**”), and Proserv UK Limited, a private company limited by shares organized under the laws of England and Wales (the “**U.K. Grantor**” and together with the U.S. Grantor, the “**Grantors**” and each a “**Grantor**”), and HSBC Bank USA, National Association, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. First Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**U.S. First Lien Security Agreement**”), among, inter alia, ProServ Global Inc., a Delaware corporation (“**Holdings**”), Proserv US LLC, a Delaware limited liability company (the “**U.S. Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the First Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, inter alia, Holdings, the U.S. Borrower, ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the “**U.K. Borrower**”), Proserv Delaware LLC, a Delaware limited liability company (the “**U.K. Co-Borrower**”, and together with the U.K. Borrower, the “**U.K. Borrowers**”, and together with the U.S. Borrower, the “**Borrowers**”, and each a “**Borrower**”), the other Guarantors from time to time party thereto, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein and (c) the Bond and Floating Charge, dated as of December 19, 2014 (the “**Bond and Floating Charge**”), granted by the U.K. Grantor in favor of the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Grantors is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. First Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. First Lien Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the U.S. Obligations (or in the case of the U.K. Grantor, the U.K. Obligations (as defined in the Credit Agreement)), including the Guaranty, each Grantor, pursuant to the U.S. First Lien Security Agreement (or in the case of the U.K. Grantor, pursuant to the Bond and Floating Charge), hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof,

and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the U.S. First Lien Security Agreement (or in the case of the U.K. Grantor, the Bond and Floating Charge). Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the U.S. First Lien Security Agreement and the Bond and Floating Charge, as applicable, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. First Lien Security Agreement or the Bond and Floating Charge, as applicable, the terms of the U.S. First Lien Security Agreement or the Bond and Floating Charge, as applicable, shall govern.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROSERV OPERATIONS INC.,
as a Grantor

By: D. Larssen
Name: Davis Larssen
Title: Vice President

PROSERV UK LIMITED,
as a Grantor

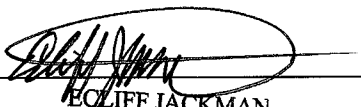
By: D. Larssen
Name: Davis Larssen
Title: Director

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:


ECLIFF JACKMAN

VICE PRESIDENT

United States Patents and Pending Patent Applications

No.	Title	Record Owner	Patent or Application No.
1.	BOP operating system with quick dump valve	Proserv Operations Inc.	US 6,655,405 B2
2.	BOP operating system with quick dump valve	Proserv Operations Inc.	US 6,779,543 B2
3.	Chatter resistant shuttle valve	Proserv Operations Inc.	US 7,159,605 B2
4.	Chatter resistant shuttle valve	Proserv Operations Inc.	US 7,243,671 B2
5.	Dirty fluid valve with mechanical latch	Proserv Operations Inc.	US 6,520,478 B1
6.	Dry Shift Shuttle Valve	Proserv Operations Inc.	62011614
7.	Dual energized hydroseal	Proserv Operations Inc.	US 6,702,024 B2
8.	Dual energized hydroseal	Proserv Operations Inc.	US 7,073,590 B2
9.	Dual Pressure Shuttle Valve	Proserv Operations Inc.	14/264,669
10.	Flow Control Hemispherical Wedge Valve	Proserv Operations Inc.	12/889622
11.	Fluid flow control valve	Proserv Operations Inc.	US 7,225,831 B2
12.	Four-Way Two-Position Valve with Closed Center	Proserv Operations Inc.	61/923,616
13.	High Performance Subsea Pressure Regulator	Proserv Operations Inc.	62043030
14.	High Pressure Wear Resistant Pilot Valve	Proserv Operations Inc.	US 5,771,931
15.	Hydraulic latching spool valve	Proserv Operations Inc.	US 6,497,251 B1
16.	Key Seal and Valve	Proserv Operations Inc.	14/067,398
17.	Latching hydroseal valve	Proserv Operations Inc.	US 6,474,362 B1
18.	Low blow down relief valve	Proserv Operations Inc.	US 6,571,822 B2
19.	Low interflow hydraulic shuttle valve	Proserv Operations Inc.	US 6,318,400 B1
20.	Multiple annulus universal monitoring and pressure relief assembly for subsea well completion systems and method of using same	Proserv Operations Inc.	13/448118
21.	Oil and gas well completion system and method of installation	Proserv Operations Inc.	US 8,286,713
22.	Precision regulator	Proserv Operations Inc.	US 6,568,418 B1
23.	Pressure biased shuttle valve	Proserv Operations Inc.	US 6,257,268
24.	Regulator with erosion resistant seal assemblies	Proserv Operations Inc.	US 6,843,266 B2
25.	Regulator with segmented body	Proserv Operations Inc.	US 6,805,360 B2
26.	Regulator with segmented body	Proserv Operations Inc.	US 6,481,454 B2
27.	Regulator Valve for Dirty Fluids and Other Applications	Proserv Operations Inc.	61/923,387
28.	Relief valve	Proserv Operations Inc.	US 6,651,696 B2
29.	Sample Carrier for Single Phase Samplers	Proserv UK Limited	US 8,677,841 B2

30.	Sealed eurytopic make-break connector utilizing a conductive elastomer contact	Proserv Operations Inc.	US 7,355,122 B2
31.	Shuttle Valve (aka Full Flow Pressure Biased Shuttle & Re-configurable ShuttleStack)	Proserv Operations Inc.	62014472
32.	Single pilot dual pulse spool valve	Proserv Operations Inc.	US 6,527,010 B1
33.	Three-way Poppet Valve	Proserv Operations Inc.	US 5,901,749
34.	Tubing Hanger-Production Tubing Suspension Arrangement	Proserv Operations Inc.	US 8,631,873
35.	Universal tubing hanger suspension assembly and well completion system and method of using same	Proserv Operations Inc.	US 7,419,001 B2
36.	Universal tubing hanger suspension assembly and well completion system and method of using same	Proserv Operations Inc.	US 7,604,047 B2