

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3309660

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
Name		Execution Date
PROSERV OPERATIONS INC.		04/14/2015
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT	
Street Address:	677 WASHINGTON BOULEVARD	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 35		
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:	61923616	
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:	7355122
Application Number:	62014472
Patent Number:	6527010
Patent Number:	5901749
Patent Number:	8631873
Patent Number:	7419001
Patent Number:	7604047

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: 2123186824

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:	90921.0000 (SECOND LIEN)
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	04/14/2015

Total Attachments: 6

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SECOND LIEN PATENT SHORT FORM SECURITY AGREEMENT dated as of April 14, 2015, (this "**Agreement**"), among Proserv Operations Inc., a Texas corporation (the "**Grantor**") and UBS AG, Stamford Branch, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the U.S. Second Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "**U.S. Second Lien Security Agreement**"), among, inter alia, ProServ Global Inc., a Delaware corporation ("**Holdings**"), Proserv US LLC, a Delaware limited liability company (the "**Borrower**"), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Second 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 Borrower, the other Guarantors from time to time party thereto, UBS AG, Stamford Branch, 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. The Lenders have agreed to extend credit to the Borrower 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. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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. Second Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Second 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 Obligations, including the Guaranty, the Grantor, pursuant to the U.S. Second Lien Security Agreement, 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 the Grantor or in which the 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 the 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. Second Lien Security Agreement. The 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. Second Lien Security Agreement, 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. Second Lien Security Agreement, the terms of the U.S. Second Lien Security Agreement shall govern.

SECTION 4. Junior Lien Intercreditor Agreement. Notwithstanding any other provision contained herein, the liens and security interests granted to the Collateral Agent pursuant to any Loan Document (including, without limitation, this Supplement) and the exercise of any rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Junior Lien Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Supplement and the Junior Lien Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Secured Parties and the Second Priority Debt Parties (as each such term is defined in the Junior Lien Intercreditor Agreement), the provisions of the Junior Lien Intercreditor Agreement shall control.

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

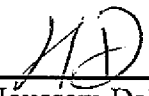
PROSERV OPERATIONS INC.,
as a Grantor

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

Second Lien Patent Security Agreement

PATENT
REEL: 035404 FRAME: 0607

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Houssem Daly
Title: Associate Director

By: 
Name: Craig Pearson
Title: Associate Director

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.	Sealed eurytopic make-break connector utilizing a conductive	Proserv Operations Inc.	US 7,355,122 B2

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