503512723 10/07/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3559349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		

CONVEYING PARTY DATA

Name	Execution Date
J-MAC TOOL. INC.	10/05/2015

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	1000 LOUISIANA STREET, 9TH FLOOR	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77002	

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7891374
Patent Number:	7857517
Patent Number:	7895919
Patent Number:	7950322
Patent Number:	7909057
Patent Number:	8998593
Patent Number:	8584700
Application Number:	13678067
Application Number:	14199658
Application Number:	14199598
Application Number:	14357507

CORRESPONDENCE DATA

Fax Number:

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: 713-223-2300

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Correspondent Name: BRACEWELL & GIULIANI LLP

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PATENT REEL: 036806 FRAME: 0172

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ATTORNEY DOCKET NUMBER:	088599.000049
NAME OF SUBMITTER:	TRACI LANDGRAF
SIGNATURE:	/constance g. rhebergen/
DATE SIGNED:	10/07/2015
Total Attachments: 8 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif source=SecurityAgreement#page7.tif source=SecurityAgreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of October 5, 2015 (this "Patent and Trademark Security Agreement"), is made by and between J-MAC TOOL, INC., a Texas corporation ("Grantor"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referenced below). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below), as applicable.

Preliminary Statement

Forum Energy Technologies, Inc., a Delaware corporation ("Borrower"), and Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the lenders party thereto from time to time, the issuing lenders party thereto from time to time, Administrative Agent, and Wells Fargo Bank, National Association, as swing line lender. It is a requirement under the Credit Agreement that each Grantor that owns Patent Collateral or Trademark Collateral shall enter into a security agreement and grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in such Patent Collateral and Trademark Collateral to secure its obligations arising under or pursuant to the Credit Agreement.

Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is party to the patent and trademark licenses listed on <u>Schedule I</u> annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of August 2, 2010 (as heretofore supplemented and as the same may be amended, supplemented and in effect from time to time, the "Pledge and Security Agreement"), among the Borrower, the grantors party thereto from time to time (the "Pledge and Security Grantors"), and the Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral (as defined in the Pledge and Security Agreement) including, without limitation, all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

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- (a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (iii) all patent licenses, and other agreements providing Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;
- (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and
- (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in <u>Schedule I</u> annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in <u>Schedule I</u> and the trademarks licensed under any trademark license, (b) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (c) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

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This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of this page intentionally left blank. Signature pages to follow.]

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IN WITNESS WHEREOF, the Administrative Agent and Grantor have caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTOR:

J-MAC TOOL, INC.

James W. Harris

President

REEL: 036806 FRAME: 0177

ADMINISTRATIVE AGENT:

WELLS FARGO BANK,

NATIONAL ASSOCIATION,

as Administrative Agent

Name:

ROBERT CORDER

Title:

DIRECTOR

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Signature Page to
Patent and Trademark Security Agreement
(J-MAC TOOL, INC.)

SCHEDULE I

Item A - Patent Collateral

Application Type	Filing Date	Application No.	Status	Title	Patent No. / Registration No.
Provisional	11/10/11	61/558,311	Converted as PCT/US12/64806	Pressurized Packing System for Reciprocating Piston Pumps	N/A
Provisional	11/10/11	61/558,317	Converted as PCT/US12/64806	Straight Seal System for Reciprocating Piston Pumps	N/A
Provisional	11/10/11	61/558,323	Converted as PCT/US12/64806	Peanut Shaped Intersection for Reciprocating Piston Pumps	N/A
Provisional	11/10/11	61/558,330	Converted as PCT/US12/64806	Dual Guided Valve System for Reciprocating Piston Pumps	N/A
Provisional	11/10/11	61/558,333	Converted as PCT/US12/64806	Recirculating Manifold for Reciprocating Piston Pumps	N/A
Provisional	11/17/11	61/561,156	Converted as PCT/US12/64806	Rock Screen Insert for Reciprocating Piston Pumps	N/A
Provisional	01/10/12	61/585,067	Converted as PCT/US12/64806	Fluid End with Peanut-Shaped Intersection and Straight Seat Decks for Reciprocating Piston Pumps	N/A
Provisional	03/06/13	61/773,452	Converted as 14/199,658	Overpressurization Bypass for Fluid Valve	N/A
Provisional	03/06/13	61/773,637	Converted as 14/199,598	Stud for Fluid Valve	N/A

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					Patent No. /
Application	Filing				Registration
Туре	Date	Application No.	Status	Title	No.
Provisional	03/15/13	61/794,043	Expired	Anti-Cavitation	N/A
				Plunger for	
				Positive	
				Displacement	
	00/07/10	(4.10.00.00.0	—	Plunger Pumps	77//
Provisional	09/25/13	61/882,036	Expired	Casement Fluid	N/A
Dunasiai au al	02/04/14	61/047 677	Commented	End	NT/A
Provisional	03/04/14	61/947,677	Converted as 14/638,813	Figure Eight	N/A
			14/030,013	Pinion Bearing	
				Support	
China	09/20/12	201220483992.4	Issued 04/17/13	Straight Coal	ZL
Cillia	09/20/12	201220463992.4	188ueu 04/17/13	Straight Seal System for	201220483992.4
				Reciprocating	201220403992.4
				Piston Pumps	
				(Chinese Utility	
				Model)	
China	06/25/14	201280064560.2	Pending	Pump System	
- Cima	00/20/11	20120000180012	Tonamg	Tampoystem	<u> </u>
U.S. Utility	05/12/09	12/453,452	Abandoned	Discharge Valve	N/A
U.S. Utility	05/12/09	12/453,461	Issued 02/22/11	Suction Valve -	7,891,374
C.S. Ctility	03/12/07	12/433,401	133ucu 02/22/11	Pat. No. 7,891,374	7,071,374
U.S. Utility	06/12/09	12/457,501	Issued 12/28/10	Connecting Rod	7,857,517
0.0.00	00/12/09	12/10/,001	155.000 12,20,10	Bearing Housing -	7,007,017
				Pat. No. 7,857,517	
U.S. Utility	06/12/09	12/457,506	Issued 03/01/11	Connecting Rod -	7,895,919
-				Pat. No. 7,895,919	
U.S. Utility	10/09/09	12/588,269	Issued 05/31/11	Plunger Assembly	7,950,322
				- Pat. No.	
				7,950,322	
U.S. Utility	12/01/09	12/592,648	Issued 03/22/11	Valve Insert - Pat.	7,909,057
TI C TIVIL	01/00/10	10/657.044	A1 1 1	No. 7,909,057	DT/A
U.S. Utility	01/29/10	12/657,944	Abandoned	Fluid End	N/A
U.S. Utility	02/24/10	12/659,084	Issued 04/07/15	Fluid End	8,998,593
	0.112.511.1	1210 5 5 0 1 0		Assembly	
U.S. Utility	04/26/11	13/066,818	Issued 11/19/13	Discharge Valve	8,584,700
U.S. Utility	11/15/12	13/678,067	RCE Filed	Dove-Tail Clamp	
			08/24/15		
II C II4:1:4	02/06/14	14/100 659	Final Office	Overmono constitution	
U.S. Utility	03/06/14	14/199,658	Final Office Action Issued	Overpressurization	
			09/11/15	Bypass for Fluid	
			07/11/13	Valve	

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Application Type	Filing Date	Application No.	Status	Title	Patent No. / Registration No.
U.S. Utility	03/06/14	14/199,598	Non-Final Office Action Issued 08/14/15	Plug Valve Actuator Stem	
U.S. Utility	05/09/14	14/357,507	Published 10/30/14	Pump System	2014-0322050
PCT	11/13/12	PCT/US12/64806	Done	Pump System	N/A

<u>Item B - Trademark Collateral</u>

Application Type	Filing Date	Application No.	Status	Title	Patent No. / Registration No.
Trademark	10/07/13	86/084,828	Registered 06/03/14	JMAC (Words and Design) - TM	4,542,996
Trademark	9/28/08	77/580,596	Registered 2/9/2010	FRACXTREME	3,747,557
CI: Th	L 00/01/10	11400147	5	ED 4 GYED EL CE	11400147
China - TM	08/31/12	11428147	Registered 02/07/14	FRACXTREME - TM	11428147
China - TM	02/18/14	14034349	Pending	JMAC (Words and Design) - TM	

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RECORDED: 10/07/2015