

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3706200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ANTELOPE OIL TOOL & MFG. CO., LLC	01/08/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1000 LOUISIANA
Internal Address:	9TH FLOOR, MAC T5002-090
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D743447
Patent Number:	8505624
Patent Number:	D717836
Patent Number:	D718342
Patent Number:	D717837
Application Number:	14502799
Application Number:	14471630
Application Number:	14461282
Application Number:	14461297
Application Number:	14461292
Application Number:	14461273
Application Number:	14196974
CORRESPONDENCE DATA	
Fax Number:	
<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:	214-978-3000
Email:	docket@bakermckenzie.com
Correspondent Name:	BAKER & MCKENZIE LLP PATENT DEPARTMENT
Address Line 1:	2001 ROSS AVENUE

PATENT

Address Line 2:	SUITE 2300
Address Line 4:	DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10072357-50150316
--------------------------------	-------------------

NAME OF SUBMITTER:	WILLIAM D. MCSPADDEN
---------------------------	----------------------

SIGNATURE:	/William D. McSpadden/
-------------------	------------------------

DATE SIGNED:	01/19/2016
---------------------	------------

Total Attachments: 6

source=Patent Security Agreement (Executed)#page1.tif

source=Patent Security Agreement (Executed)#page2.tif

source=Patent Security Agreement (Executed)#page3.tif

source=Patent Security Agreement (Executed)#page4.tif

source=Patent Security Agreement (Executed)#page5.tif

source=Patent Security Agreement (Executed)#page6.tif

PATENT SECURITY AGREEMENT
(U.S. Borrower)

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 8th day of January 2016, by and among ANTELOPE OIL TOOL & MFG. CO., LLC, a Delaware limited liability company (“Grantor”), whose address is 912 Hood Road, Mineral Wells, Texas 76067 and whose taxpayer identification number is 90-0990694 and whose organizational number issued by its jurisdiction of organization is 5345246, and WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 1000 Louisiana, 9th Floor, MAC T5002-090, Houston, Texas 77002, in its capacity as Collateral Agent (in such capacity, the “Secured Party”) under that certain Collateral Agency Agreement (the “Collateral Agency Agreement”), dated as of April 1, 2014, executed by and among Secured Party, Grantor, ANTELOPE OIL TOOL CANADA, INC., a corporation incorporated under the Business Corporations Act of the Province of British Columbia (the “Canadian Borrower”), Wells Fargo Bank, National Association, as Administrative Agent (the “U.S. Administrative Agent”) under the U.S. Credit Agreement (hereinafter defined), and Wells Fargo Bank, N.A., Canadian Branch, as Administrative Agent (the “Canadian Administrative Agent”) under the Canadian Credit Agreement (hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2014 (as amended, modified, extended, renewed or replaced from time to time, the “U.S. Credit Agreement”), among Grantor, certain lenders therein named (collectively, the “U.S. Lenders”) and the U.S. Administrative Agent, the U.S. Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2014 (as amended, modified, extended, renewed or replaced from time to time, the “Canadian Credit Agreement” and, together with the U.S. Credit Agreement, the “Credit Agreements”), among the Canadian Borrower, certain lenders therein named (collectively, the “Canadian Lenders”) and, together with the U.S. Lenders, herein collectively called the “Lenders”) and the Canadian Administrative Agent, the Canadian Lenders have agreed to make loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has previously executed and delivered that certain Security Agreement, dated as of April 1, 2014 (as amended, supplemented or restated from time to time, the “Security Agreement”) to Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of each of (i) the Fifth Amendment to the U.S. Credit Agreement, dated as of the date hereof, among Grantor, the U.S. Lenders and the U.S. Administrative Agent and (ii) the Fourth Amendment to the Canadian Credit Agreement, dated as of the date hereof, among the Canadian Borrower, the Canadian Lenders and the Canadian Administrative Agent, and the obligations of the Lenders to make their respective loans and to issue letters of credit, if applicable, under the Credit Agreements that Grantor shall, in addition to the Security Agreement, executed and delivered this Patent Security Agreement to Secured Party for the ratable benefit of the Creditors; and

WHEREAS, Grantor will receive direct or indirect benefits from the execution of, and performance of obligations under, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Any capitalized term used in this Patent Security Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Security Agreement. All principles of construction set forth in Article I of the Credit Agreements are incorporated herein by reference for all purposes.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the ratable benefit of the Creditors, to secure the prompt and unconditional payment of the Debt, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR DEBT. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Debt, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Debt and would be owed by Grantor to the Creditors, whether or not they are unenforceable or not allowable under any applicable bankruptcy, receivership or insolvency laws, or for any other reason.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the ratable benefit of the Creditors, pursuant to the Security Agreement, and is subject to the terms thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent Collateral made and 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Patent Security Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by facsimile also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Patent Security Agreement.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

7. LIMITATION OF LIABILITY. Secured Party enters into this Patent Security Agreement, and assumes all liabilities and acquires all rights that it assumes or acquires by virtue of its

entry into this Patent Security Agreement, solely in its capacity as Secured Party hereunder and subject in all respects to the limitations on the liability of the Collateral Agent as provided in the Collateral Agency Agreement and under the laws of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANTELOPE OIL TOOL & MFG. CO., LLC, a
Delaware limited liability company

By: William Kelley
Name: William Kelley
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

Secured Party:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

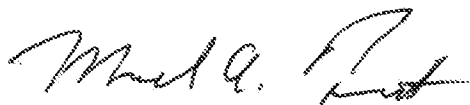
ANTELOPE OIL TOOL & MFG. CO., LLC, a
Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

Secured Party:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** as Collateral Agent

By: 
Name: Michael A. Tribolet
Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Antelope Oil Tool & Mfg. Co., LLC	United States	D743,447	29/503,945	09/30/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/502,799	09/30/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/471,630	08/28/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/461,282	08/15/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/461,297	08/15/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/461,292	08/15/2014
Antelope Oil Tool & Mfg. Co., LLC	United States		14/461,273	08/15/2014
Antelope Oil Tool & Manufacturing Co., LLC	United States	8,505,624	12/964,605	12/09/2010
Antelope Oil Tool & Manufacturing Co., LLC	United States	D717,836	29/486,157	03/26/2014
Antelope Oil Tool & Manufacturing Co., LLC	United States	D718,342	29/486,162	03/26/2014
Antelope Oil Tool & Manufacturing Co., LLC	United States	D717,837	29/486,160	03/26/2014
Antelope Oil Tool & Manufacturing Co., LLC	United States		14/196,974	03/04/2014