

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4125395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ANTELOPE OIL TOOL & MFG. CO., LLC	10/31/2016

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: 46

Property Type	Number
Patent Number:	7845061
Patent Number:	8662166
Patent Number:	7878241
Patent Number:	8763690
Patent Number:	8196654
Patent Number:	8770280
Patent Number:	6679325
Patent Number:	8844624
Patent Number:	8701783
Patent Number:	8863834
Patent Number:	8832906
Patent Number:	9273525
Patent Number:	8851168
Patent Number:	9228400
Patent Number:	7487840
Patent Number:	D717836
Patent Number:	D717837
Patent Number:	D718342
Patent Number:	9376871

PATENT

Property Type	Number
Patent Number:	9404317
Patent Number:	D743447
Patent Number:	5908072
Patent Number:	8505624
Application Number:	14196974
Application Number:	14320099
Application Number:	14481829
Application Number:	14502799
Application Number:	14052496
Application Number:	13957016
Application Number:	14471630
Application Number:	14461273
Application Number:	14461282
Application Number:	14461292
Application Number:	14461297
Application Number:	15207614
Application Number:	14940707
Application Number:	14978466
Application Number:	62114830
Application Number:	14707845
Application Number:	14911976
Application Number:	62328839
Application Number:	62347904
PCT Number:	US2015029462
PCT Number:	US2015060605
PCT Number:	US2015067351
PCT Number:	US2015056821

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.

Email: docket@bakermckenzie.com

Correspondent Name: BAKER & MCKENZIE LLP

Address Line 1: 2001 ROSS AVENUE, SUITE 2300

Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	JESSICA GREENWALD
SIGNATURE:	/Jessica Greenwald/
DATE SIGNED:	11/02/2016

Total Attachments: 9

source=Antelope - Patent Security Agreement - Executed#page1.tif

source=Antelope - Patent Security Agreement - Executed#page2.tif

source=Antelope - Patent Security Agreement - Executed#page3.tif

source=Antelope - Patent Security Agreement - Executed#page4.tif

source=Antelope - Patent Security Agreement - Executed#page5.tif

source=Antelope - Patent Security Agreement - Executed#page6.tif

source=Antelope - Patent Security Agreement - Executed#page7.tif

source=Antelope - Patent Security Agreement - Executed#page8.tif

source=Antelope - Patent Security Agreement - Executed#page9.tif

EXECUTION COPY

PATENT SECURITY AGREEMENT

(U.S. Borrower)

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of October 2016, by and between 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 Amended and Restated Collateral Agency Agreement (the "Collateral Agency Agreement"), dated as of the date hereof 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"), Innovex Downhole Solutions, Inc., Team Oil Holdings, Inc., 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 October 31, 2016 (as amended, amended and restated, modified, extended, renewed or replaced from time to time, the "U.S. Credit Agreement"), among Grantor, Innovex Downhole Solutions, Inc., a Delaware corporation, Team Oil Holdings, Inc., a Texas corporation, certain lenders party thereto from time to time (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, amended and restated, 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 party thereto from time to time (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 and certain affiliates of the Grantor have executed and delivered that certain Pledge and Security Agreement dated as of the date hereof (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 U.S. Credit Agreement and (ii) the Eighth 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, have 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 Obligations, 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 OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, 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 Obligations 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: _____
Name: Chris Ruffner
Title: Chief Financial Officer

SECURED PARTY: ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By:  _____
Name: Kevin Davidson
Title: Vice President

[Signature Page—Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Company	Title	Countries	Serial/Patent No.	Filing Date
Antelope Oil Tool & Mfg. Co., LLC	Low Clearance Centralizer and Method of Making Centralizer	US, BR, CA,	US 7845061; BR PI0812119-2; CA 2,686,668	5/16/2007
Antelope Oil Tool & Mfg. Co., LLC	Low Clearance Centralizer	US	8,662,166	10/27/2010
Antelope Oil Tool & Mfg. Co., LLC	Low Clearance Centralizer and Method of Making Centralizer	US	14/196,974	3/4/2014
Antelope Oil Tool & Mfg. Co., LLC	Low Clearance Centralizer and Method of Making Centralizer	EP (GB, NO)	EP 2158378	3/3/2010
Antelope Oil Tool & Mfg. Co., LLC	Expandable Centralizer for Expandable Pipe String	US, BR, CA, EP	US 7878241; BR PI0812118-4; CA 2687495; EP 2158379	3/5/2008
Antelope Oil Tool & Mfg. Co., LLC	Casing centralizers having flexible bow springs	US, CA,	8,763,690	4/7/2010
Antelope Oil Tool & Mfg. Co., LLC	Apparatus for and Method of Securing a Centralizer to a Tubular	US	14/320,099	6/30/2014
Antelope Oil Tool & Mfg. Co., LLC	Expandable centralizer for expandable pipe string	US	8,196,654	2/1/2011
Antelope Oil Tool & Mfg. Co., LLC	Expandable Centralizer for Expandable Pipe String	US	8,770,280	5/21/2012
Antelope Oil Tool & Mfg. Co., LLC	Minimum Clearance Bow-Spring Centralizer	US	6,679,325	2/8/2002
Antelope Oil Tool & Mfg. Co., LLC	Rigid Centralizer	US	8,844,624	12/6/2010
Antelope Oil Tool & Mfg. Co., LLC	Apparatus for and Method of Deploying a Centralizer Installed on an	US	8,701,783	7/26/2007

Company	Title	Countries	Serial/Patent No.	Filing Date
	Expandable Casing String			
Antelope Oil Tool & Mfg. Co., LLC	Friction Reducing Wear Band and Method of Coupling a Wear Band to a Tubular	US, EP	US 8863834; EP 10714737.3	4/7/2010
Antelope Oil Tool & Mfg. Co., LLC	Friction Reducing Wear Band and Method of Coupling a Wear Band to a Tubular	US	14/481,829	9/9/2014
Antelope Oil Tool & Mfg. Co., LLC	Interference-Fit Stop Collar and Method of Positioning a Device on a Tubular	US, AU, CA	US 8832906; AU 2010233093; CA 2757459	4/8/2010
Antelope Oil Tool & Mfg. Co., LLC	Interference-Fit Stop Collar and Method of Positioning a Device on a Tubular	US	9,273,525	10/4/2013
Antelope Oil Tool & Mfg. Co., LLC	Performance Centralizer for Close Tolerance Applications	US	8,851,168	7/26/2011
Antelope Oil Tool & Mfg. Co., LLC	Centralizer Assembly and Method for Attaching to a Tubular	US	14/502,799	9/30/2014
Antelope Oil Tool & Mfg. Co., LLC	Centralizer Preconditioning and Testing Apparatus and Method	US	14/052,496	10/11/2013
Antelope Oil Tool & Mfg. Co., LLC	Device and Method for Affecting the Flow of Fluid in a Wellbore	US	9,228,400	2/11/2011
Antelope Oil Tool & Mfg. Co., LLC	Rolled Tubular Centralizer	US, EP, CA	13/957,016; EP 14832286.0; CA 2,920,198	8/1/2013
Antelope Oil Tool & Mfg. Co., LLC	Chromium-Free Spray Composition, Method, and	US, EP	14/471,630; EP 14832286.0	8/28/2014

<u>Company</u>	<u>Title</u>	<u>Countries</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
	Apparatus			
Antelope Oil Tool & Mfg. Co., LLC	Wrap-Around Stop Collar and Method of Forming	US	14/461,273	8/15/2014
Antelope Oil Tool & Mfg. Co., LLC	Multi-Vane Centralizer and Method of Forming	US	14/461,282	8/15/2014
Antelope Oil Tool & Mfg. Co., LLC	Wear Resistant Layer for Downhole Well Equipment	US, GB (2),	7487840; GB 2435186; GB2464872	4/28/2005
Antelope Oil Tool & Mfg. Co., LLC	One-Piece Centralizer with an Axial Seam and End-Collar Tabs	US	D717,836	3/26/2014
Antelope Oil Tool & Mfg. Co., LLC	One-Piece Centralizer with an Axial Seam	US	D717,837	3/26/2014
Antelope Oil Tool & Mfg. Co., LLC	One-Piece Centralizer with an Axial Seam and Windows	US	D718,342	3/26/2014
Antelope Oil Tool & Mfg. Co., LLC	Collar Swaging of Single-Piece Centralizers	PCT	PCT/US2015/029462	5/6/2015
Antelope Oil Tool & Mfg. Co., LLC	Wrap-Around Band Tool Connector and Method of Forming	US	14/461,292	8/15/2014
Antelope Oil Tool & Mfg. Co., LLC	Wrap-Around Band and Sleeve Attachment Apparatus for an Oilfield Tubular	US	14/461,297	8/15/2014
Antelope Oil Tool & Mfg. Co., LLC	Modified Tubular	US; AU, EP, CA	9,376,871; AU 2013311983; EP 2,893,121; CA 2,883,854	4/9/2013
Antelope Oil Tool & Mfg. Co., LLC	Modified Tubular	US	9,404,317	1/8/2015
Antelope Oil Tool & Mfg. Co., LLC	Modified Tubular	US	15/207,614	7/12/2016
Antelope Oil Tool & Mfg. Co., LLC	Centralizer with End-Collar Tabs and Engaging Rings	US	D743447	9/30/2014
Antelope Oil Tool & Mfg. Co., LLC	Multi-Stage Cementing Tool and Method	US, PCT	14/940,707; PCT/US2015/060605	11/13/2015

Company	Title	Countries	Serial/Patent No.	Filing Date
Antelope Oil Tool & Mfg. Co., LLC	Turned-Down Centralizer Sub Assembly	US, PCT	14/978,466; PCT/US2015/067351	12/22/2015
Antelope Oil Tool & Mfg. Co., LLC	Cable Clamp	PCT	PCT/US2015/056821	10/22/2015
Antelope Oil Tool & Mfg. Co., LLC	A Friction-Reducing Standoff Unit	US (Prov)	62/114,830	2/11/2015
Antelope Oil Tool & Mfg. Co., LLC	Devices and Methods for Forming Bow Springs of One-Piece Centralizers	US, PCT	14/707,845	5/8/2015
Antelope Oil Tool & Mfg. Co., LLC	Centraliser	US	14/911,976	8/13/2014
Antelope Oil Tool & Mfg. Co., LLC	Integrally Bonded Swell Packer	US (prov)	62/328,839	4/28/2016
Antelope Oil Tool & Mfg. Co., LLC	Integrally-Bonded Swell Packer	US (prov)	62/347,904	6/9/2016
Antelope Oil Tool & Mfg. Co., LLC	Non-metallic centralizer for casing	US	5,908,072	5/02/1997
Antelope Oil Tool & Mfg. Co., LLC	Integral pull-through centralizer	US	8,505,624	12/09/2010