

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4125454

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TEAM OIL TOOLS, L.P.		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:	8499841	
Patent Number:	8281817	
Patent Number:	8616285	
Patent Number:	7980303	
Patent Number:	8267178	
Patent Number:	8915300	
Patent Number:	9121251	
Patent Number:	7631664	
Patent Number:	8579024	
Patent Number:	9004179	
Patent Number:	9004180	
Patent Number:	9228404	
Patent Number:	9016391	
Patent Number:	9476282	
Patent Number:	9359864	
Patent Number:	9458698	
Patent Number:	8863853	
Patent Number:	9441467	
Application Number:	11501414	

Property Type	Number
Application Number:	14686613
Application Number:	14987255
Application Number:	15139418
Application Number:	15114433
Application Number:	14530037
Application Number:	14569927
Application Number:	14640166
Application Number:	15255420
Application Number:	15281436
Application Number:	15053728
Application Number:	15064312
Application Number:	62320361
Application Number:	62307129
Application Number:	15217090
Application Number:	62319350
Application Number:	62345311
Application Number:	13987053
Application Number:	13963787
Application Number:	14290410
Application Number:	14309861
Application Number:	14518809
Application Number:	62374299
PCT Number:	US2015064659
PCT Number:	US2016043545
PCT Number:	US2014044450
PCT Number:	US2015056342
Application Number:	62376659

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

ATTORNEY DOCKET NUMBER:	10072357-50263366
NAME OF SUBMITTER:	JESSICA GREENWALD
SIGNATURE:	/Jessica Greenwald/

DATE SIGNED:	11/02/2016
--------------	------------

Total Attachments: 9

source=Team Tools - Patent Security Agreement#page1.tif
source=Team Tools - Patent Security Agreement#page2.tif
source=Team Tools - Patent Security Agreement#page3.tif
source=Team Tools - Patent Security Agreement#page4.tif
source=Team Tools - Patent Security Agreement#page5.tif
source=Team Tools - Patent Security Agreement#page6.tif
source=Team Tools - Patent Security Agreement#page7.tif
source=Team Tools - Patent Security Agreement#page8.tif
source=Team Tools - Patent Security Agreement#page9.tif

EXECUTION COPY

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of October 2016, by and between TEAM OIL TOOLS, L.P., a Texas limited partnership ("Grantor"), whose address is 9185 Six Pines Drive, The Woodlands, TX 77380 and whose taxpayer identification number is 76-0655760 and whose organizational number issued by its jurisdiction of organization is 13995610, 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, Antelope Oil Tool & Mfg. Co., LLC, 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 Innovex Downhole Solutions, Inc., a Delaware corporation, Antelope Oil Tool & Mfg. Co., LLC, a Delaware limited liability company, 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:

TEAM OIL TOOLS, L.P., a Texas limited partnership

By: 

Name: Adam B. Anderson

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name: Kevin Davidson

Title: Vice President

[Signature Page—Patent Security Agreement]

PATENT
REEL: 040545 FRAME: 0403

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:


TEAM OIL TOOLS, L.P., a Texas limited partnership

By: _____
Name: Adam B. Anderson
Title: President

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

<u>Company</u>	<u>Title</u>	<u>Countries</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Team Oil Tools, L.P.	Frac Sleeve with Rotational Inner Diameter Opening	US	8,499,841	11/5/2009
Team Oil Tools, L.P.	Laminar Flow Tool	US	8,281,817	11/6/2009
Team Oil Tools, L.P.	Step Ratchet Fracture Window System	US	8,616,285	12/28/2010
Team Oil Tools, L.P.	Laminate Pressure Containing Body for a Well Tool	US (abandoned), AU (abandoned), CA, EP, MX, NO	11/501,414; CA 2,660,306 EP 2049761 MX 2009001401 NO 20090408	8/9/2006
Team Oil Tools, L.P.	Laminate Pressure Containing Body for a Well Tool	US (DIV)	7,980,303	10/2/2009
Team Oil Tools, L.P.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US, AU, BR, CA, CN, EP	8,267,178 CA 2,788,166 CN 201210317309.4 EP 12829054.1	9/1/2011
Team Oil Tools, L.P.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US, AU, BR, CA, CN, EP, MX	US 8,915,300 CA 2,788,164 CN 201210317356.9	12/6/2011
Team Oil Tools, L.P.	Valve for Hydraulic Fracturing Through Cement Outside Casing	US	9,121,251	9/4/2012
Team Oil Tools, L.P.	Threaded Expansion Plugs	US	7,631,664	9/4/2008
Team Oil Tools, L.P.	Non-Damaging Slips Drillable Bridge Plug	US	8,579,024	7/14/2010

<u>Company</u>	<u>Title</u>	<u>Countries</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Team Oil Tools, L.P.	Multi-Actuating Seat and Drop Element	US, CA, GB	US 9,004,179 CA 2,840,344 GB 1315326.7	2/29/2012
Team Oil Tools, L.P.	Multi-Actuating Plugging Device	US	14/686,613	4/14/2015
Team Oil Tools, L.P.	Method and Apparatus for Actuating a Downhole Tool	US	9,004,180	3/20/2012
Team Oil Tools, L.P.	Slip Assembly	US	9,228,404	1/30/2012
Team Oil Tools, L.P.	Slip Assembly (Divisional)	US	14/987,255	1/4/2016
Team Oil Tools, L.P.	Swellable Packer with Internal Backup Ring	US	9,016,391	8/29/2012
Team Oil Tools, L.P.	Method and Apparatus for Smooth Bore Toe Valve	US	9,476,282	6/24/2013
Team Oil Tools, L.P.	Method and Apparatus for Actuating a Downhole Tool	US	9,359,864	11/6/2013
Team Oil Tools, L.P.	Method and Apparatus for Actuating a Downhole Tool	US	15/139,418	4/27/2016
Team Oil Tools, L.P.	Method and Apparatus for Downhole Tool Actuation	US, PCT	15/114,433	7/27/2016
Team Oil Tools, L.P.	Downhole Tool With Anti-Extrusion Device	US	14/530,037	10/31/2014
Team Oil Tools, L.P.	Toe Valve	US, PCT	14/569,927; PCT/US2015/064659	12/15/2014
Team Oil Tools, L.P.	Open-Hole Packer	US	14/640,166	3/6/2015
Team Oil Tools, L.P.	Dissolvable Ball Seat	US	15/255,420	9/2/2016
Team Oil Tools, L.P.	Insert For Well Plugs And Method	US	15/281,436	9/30/2016

<u>Company</u>	<u>Title</u>	<u>Countries</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Team Oil Tools, L.P.	Toe Valve	US	15/053,728	2/25/2016
Team Oil Tools, L.P.	Slip Segment For A Downhole Tool	US	15/064,312	3/8/2016
Team Oil Tools, L.P.	Anti-Extrusion Assembly For a Downhole Tool	US (PROV)	62/320,361	4/8/2016
Team Oil Tools, L.P.	Slip Segment For A Downhole Tool (Note: Filed due to potential inventorship issues in 0196.0039)	US (PROV)	62/307,129	3/11/2016
Team Oil Tools, L.P.	Downhole Tool With Expandable Sleeve	US, PCT	15/217,090; PCT/US2016/043545	7/22/2016
Team Oil Tools, L.P.	High Expansion Anti-Extrusion System	US (PROV)	62/319,350	4/7/2016
Team Oil Tools, L.P.	Break-Away Frac Ball Assembly	US (PROV)	62/345,311	6/3/2016
Team Oil Tools, L.P.	Linearly Indexing Well Bore Simulation Valve	US	US 9,458,698; 13/987,053	6/28/2013
Team Oil Tools, L.P.	Methods Of Operating Well Bore Stimulation Valves	US	13/963,787	8/9/2013
Team Oil Tools, L.P.	Well Bore Stimulation Tool	US, GC	14/290,410; GC 2014-27440	5/29/2014
Team Oil Tools, L.P.	Linearly Indexing Well Bore Tool	US, CA, GC	US 8863853; CA 2855083; GC 2014-27438	3/28/2014
Team Oil Tools, L.P.	Well Bore Tool With Ball Seat Assembly	US, GC, PCT	14/309,861; GC 2014-27439; PCT/US2014/044450	6/19/2014
Team Oil Tools, L.P.	Indexing Well Bore Tool And Method For Using Indexed Well Bore Tools	US, PCT	US 9,441,467; 14/518,809; PCT/US2015/056342	10/20/2014
Team Oil Tools, L.P.	Bottom-Set Downhole Plug	US (PROV)	62/374,299	8/12/2016

<u>Company</u>	<u>Title</u>	<u>Countries</u>	<u>Serial/Patent No.</u>	<u>Filing Date</u>
Team Oil Tools, L.P.	Downhole Tool For Generating Vibration In A Tubular	US (PROV)	62/376,659	8/18/2016