

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4857755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PROSERV GILMORE VALVE LLC	03/07/2018
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 36	
Property Type	Number
Patent Number:	6655405
Patent Number:	6779543
Patent Number:	7159605
Patent Number:	7243671
Patent Number:	6520478
Patent Number:	6702024
Patent Number:	7073590
Patent Number:	9880566
Patent Number:	9097351
Patent Number:	7225831
Patent Number:	9719600
Patent Number:	9657850
Patent Number:	6497251
Patent Number:	9423031
Patent Number:	6474362
Patent Number:	6571822
Patent Number:	6318400
Patent Number:	6257268
Patent Number:	6568418

PATENT

Property Type	Number
Patent Number:	6843266
Patent Number:	6805360
Patent Number:	6481454
Patent Number:	6651696
Patent Number:	6257010
Application Number:	14580419
Application Number:	15264253
Application Number:	14523424
Application Number:	15357974
Application Number:	14743813
Application Number:	62621956
Application Number:	15705036
Application Number:	15231001
Application Number:	15705013
Application Number:	15358042
Application Number:	62561783
Application Number:	15260662

CORRESPONDENCE DATA

Fax Number: (212)446-4900

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: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: KIRKLAND & ELLIS LLP

Address Line 1: ATTN: HAYLEY SMITH

Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38725-520
NAME OF SUBMITTER:	HAYLEY SMITH
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	03/08/2018

Total Attachments: 6

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PATENT SHORT FORM SECURITY AGREEMENT

PATENT SHORT FORM SECURITY AGREEMENT dated as of March 7, 2018, 2018, (this “**Agreement**”), among Proserv Gilmore Valve LLC, a Delaware limited liability company (the “**Grantor**”) and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, *inter alia*, Proserv Gilmore Holdings LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, the other Guarantors from time to time party thereto, Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), pursuant to which, the Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth therein. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor 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 Credit Agreement. The rules of construction specified in Section 1.02 of the Credit 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 Credit 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 Credit Agreement. 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 Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern.

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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 GILMORE VALVE LLC,
as the Grantor

By: D. Larssen
Name: Davis Larssen
Title: Vice President, Chief Operations Officer
and Secretary

[Signature Page to Patent Security Agreement]

CORTLAND CAPITAL MARKET SERVICES
LLC,

as Collateral Agent

By:

Name: Emily Ergang Pappas

Title: Associate Counsel

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045147 FRAME: 0160

United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
BOP operating system with quick dump valve	Proserv Gilmore Valve LLC	6655405
BOP operating system with quick dump valve	Proserv Gilmore Valve LLC	6779543
Chatter resistant shuttle valve	Proserv Gilmore Valve LLC	7159605
Chatter resistant shuttle valve	Proserv Gilmore Valve LLC	7243671
Dirty Fluid Valve with Mechanical Tech	Proserv Gilmore Valve LLC	6520478
Dirty Fluid Pressure Regulator and Control Valve	Proserv Gilmore Valve LLC	US2015-01911997
Dual energized hydroseal	Proserv Gilmore Valve LLC	6702024
Dual energized hydroseal	Proserv Gilmore Valve LLC	7073590
Dynamic Variable Orifice	Proserv Gilmore Valve LLC	9880566
Flow Control Hemispherical Wedge Valve	Proserv Gilmore Valve LLC	9097351
Fluid flow control valve	Proserv Gilmore Valve LLC	7225831
Hard Swap Shuttle Valve	Proserv Gilmore Valve LLC	9719600
High Performance Subsea Pressure Regulator	Proserv Gilmore Valve LLC	9657850
Hydraulic latching spool valve	Proserv Gilmore Valve LLC	6497251
Key Seal and Valve	Proserv Gilmore Valve LLC	9423031
Latching hydroseal valve	Proserv Gilmore Valve LLC	6474362
Latching Poppet Valve	Proserv Gilmore Valve LLC	US2017-0097100
Low blow down relief valve	Proserv Gilmore Valve LLC	6571822
Low interflow hydraulic shuttle valve	Proserv Gilmore Valve LLC	6318400
Low interflow hydraulic shuttle valve	Proserv Gilmore Valve LLC	6257268
Modular Directional Control Valve	Proserv Gilmore Valve LLC	US 2015-0191996
Precision Regulator	Proserv Gilmore Valve LLC	6568418
Pressure Biased Shuttle Valve	Proserv Gilmore Valve LLC	6257268
Regulator with erosion resistant seal assemblies	Proserv Gilmore Valve LLC	6843266
Regulator with Segmented body	Proserv Gilmore Valve LLC	6805360

Title	Record Owner	Patent or Application No.
Regulator with Segmented body	Proserv Gilmore Valve LLC	6481454
Relief Valve	Proserv Gilmore Valve LLC	6651696
Robust In-Line Valve	Proserv Gilmore Valve LLC	US2017-0146139
Single pilot dual pulse spool valve	Proserv Gilmore Valve LLC	6257010
Stacked Shuttle Valve	Proserv Gilmore Valve LLC	US 2015-0369002
Connection Lock	Proserv Gilmore Valve LLC	62/621,956
Improved Shear Assembly	Proserv Gilmore Valve LLC	15/705,036
Key Seal and Valve	Proserv Gilmore Valve LLC	15/231,001
Low Friction Hydraulic Circuit Control	Proserv Gilmore Valve LLC	15/705,013
Non-Interflow Directional Control Valve	Proserv Gilmore Valve LLC	15/358,042
Pressure Regulator with User Selectable Dampening	Proserv Gilmore Valve LLC	62/561,783
Shuttle Valve with Durable Soft Seal	Proserv Gilmore Valve LLC	15/260,662