

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL	
CONVEYING PARTY DATA		
Name		Execution Date
RIVERSTONE V ACQUISITION HOLDINGS LTD.		03/21/2018
RECEIVING PARTY DATA		
Name:	PROSERV OPERATIONS, INC.	
Street Address:	13105 NORTHWEST FREEWAY	
Internal Address:	SUITE 250	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77040	
PROPERTY NUMBERS Total: 48		
Property Type	Number	
Patent Number:	6655405	
Patent Number:	6779543	
Patent Number:	7159605	
Patent Number:	7243671	
Patent Number:	6520478	
Application Number:	14580419	
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	
Application Number:	15264253	
Patent Number:	6571822	
Patent Number:	6318400	
PATENT		

Property Type	Number
Application Number:	14523424
Patent Number:	6568418
Patent Number:	6257268
Patent Number:	6843266
Patent Number:	6805360
Patent Number:	6481454
Patent Number:	6651696
Application Number:	15357974
Patent Number:	6527010
Patent Number:	9915275
Patent Number:	9051824
Patent Number:	7419001
Patent Number:	7355122
Patent Number:	7604047
Patent Number:	8286713
Patent Number:	8631873
Patent Number:	8677841
Patent Number:	5771931
Patent Number:	5901749
Application Number:	62621956
PCT Number:	US2017051550
Application Number:	15705036
Application Number:	15231001
PCT Number:	US2017051567
Application Number:	15705013
Application Number:	15358042
Application Number:	62561783
Application Number:	15260662
Application Number:	14264669

CORRESPONDENCE DATA

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PATENT

REEL: 045663 FRAME: 0905

NAME OF SUBMITTER:	NICK NIKIC
SIGNATURE:	/NICK NIKIC/
DATE SIGNED:	03/22/2018
Total Attachments: 4 source=Proserv - Executed 2L Termination and Release of Patent Security#page1.tif source=Proserv - Executed 2L Termination and Release of Patent Security#page2.tif source=Proserv - Executed 2L Termination and Release of Patent Security#page3.tif source=Proserv - Executed 2L Termination and Release of Patent Security#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL** (this “Release”) is made as of March 21, 2018 (“Effective Date”), by **RIVERSTONE V ACQUISITION HOLDINGS LTD.**, in its capacity as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of Proserv Operations, Inc., a Texas Corporation (the “Grantor”).

WHEREAS, reference is made to: (a) that certain Second Lien Credit Agreement, dated as of December 22, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, Proserv Global Inc., a Delaware corporation (“Holdings”), Proserv US LLC, a Delaware limited liability company (“Borrower”), Grantor as Guarantor, the other guarantors from time to time party thereto, Collateral Agent, as Administrative Agent and Collateral Agent, and the lenders from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”); and (b) that certain U.S. Second Lien Security Agreement, dated as of December 22, 2014 (as amended, restated, supplemented and otherwise modified from time to time, the “Security Agreement”), by and among, *inter alios*, Holdings, the Borrower, the subsidiaries of Holdings from time to time party thereto, and the Collateral Agent;

WHEREAS, pursuant to (i) that certain Second Lien Patent Short Form Security Agreement, dated as of April 14, 2015, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 14, 2015 at Reel 035404, Frame 0604 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Patent Security Agreement”) and (ii) that certain Assignment of Patent Security Agreement, dated as of March 19, 2018, in favor of the Collateral Agent, the Collateral Agent was granted a security interest in all of the Grantor’s right, title and interest in and to the Patent Collateral (as such term is defined in the Patent Security Agreement); and

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in certain of the Patent Collateral listed on **Schedule 1** hereto (the “Released Patent Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its security interest in the Released Patent Collateral granted pursuant to the Patent Security Agreement, and reassigns to Grantor all right, title, and interest of the Collateral Agent in the Released Patent Collateral pursuant to the Patent Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Patent Collateral.

2. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Released Patent Collateral contemplated hereby.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**RIVERSTONE V ACQUISITION
HOLDINGS LTD., as the Collateral Agent**



By: _____
Name: Peter Haskopoulos
Title: Authorized person

[TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS]

SCHEDULE I

PATENTS

Title	Registration Date	Patent No.
BOP operating system with quick dump valve	12/02/03	6655405 (United States)
BOP operating system with quick dump valve	08/24/04	6779543 (United States)
Chatter resistant shuttle valve	01/09/07	7159605 (United States)
Chatter resistant shuttle valve	07/17/07	7243671 (United States)
Dirty Fluid Valve with Mechanical Tech	02/18/03	6520478 (United States)
Dirty Fluid Pressure Regulator and Control Valve	07/09/15	US2015-0191997 (United States)
Dual energized hydroseal	03/09/04	6702024 (United States)
Dual energized hydroseal	07/11/06	7073590 (United States)
Dynamic Variable Orifice	01/30/18	9880566 (United States)
Flow Control Hemispherical Wedge Valve	08/04/15	9097351 (United States)
Fluid flow control valve	06/05/07	7225831 (United States)
Hard Swap Shuttle Valve	08/01/17	9719600 (United States)
High Performance Subsea Pressure Regulator	05/23/17	9657850 (United States)
Hydraulic latching spool valve	12/24/02	6497251 (United States)
Key Seal and Valve	08/23/16	9423031 (United States)
Latching hydroseal valve	11/05/02	6474362 *United States)
Latching Poppet Valve	04/06/17	US2017-0097100 (United States)
Low blow down relief valve	06/03/03	6571822 (United States)
Low interflow hydraulic shuttle valve	11/20/01	6318400 (United States)
Modular Directional Control Valve	07/09/15	US 2015-0191996 (United States)
Precision Regulator	05/27/03	6568418 (United States)
Pressure Biased Shuttle Valve	07/10/01	6257268 (United States)
Regulator with erosion resistant seal assemblies	01/18/05	6843266 (United States)
Regulator with Segmented body	10/19/04	6805360 (United States)
Regulator with Segmented body	11/19/02	6481454 (United States)
Relief Valve	11/25/03	6651696 (United States)
Robust In-Line Valve	05/25/17	US2017-0146139 (United States)
Single pilot dual pulse spool valve	03/04/03	6,527,010 (United States)
Stacked Shuttle Valve	12/24/15	US 2015-0369002
Multiple Annulus Universal Monitoring and Pressure Relief Assembly for Subsea Well Completion Systems and Method of Using Same	6/9/2015	9051824 (United States)
Universal Tubing Hanger Suspension Assembly and Well Completion System and Method of Using Same	9/2/2008	7419001 (United States)
Sealed Eurytopic Make-Break Connector Utilizing A Conductive Elastomer Contact	4/8/2008	7355122 (United States)
Universal Tubing Hanger Suspension Assembly and Well Completion System and Method of Using Same	10/20/2009	7604047 (United States)
Oil and Gas Well Completion System and Method of Installation	10/16/2012	8286713 (United States)
Tubing Hanger-Production Tubing Suspension Arrangement	1/21/2014	8631873 (United States)
Sample Carrier for Single Phase Samplers	3/25/2014	8677841 (United States)
High Pressure Wear Resistant Pilot Valve	6/30/1998	5771931 United States

(EXPIRED)		
Three-Way Poppet Valve	5/11/1999	5901749 (United States)

PATENT APPLICATIONS

Title	Filing Date	Application No.
Connection Lock	01/25/18	62/621,956
Improved Shear Seal Assembly	09/14/17	PCT/US2017/051550 (PCT)
Improved Shear Assembly	09/14/17	15/705,036 (United States)
Key Seal and Valve	08/08/16	15/231,001 (United States)
Low Friction Hydraulic Circuit Control	09/14/17	PCT/US2017/051567 (PCT)
Low Friction Hydraulic Circuit Control	09/14/17	15/705,013 (United States)
Non-Interflow Directional Control Valve	11/21/16	15/358,042 (United States)
Pressure Regulator with User Selectable Dampening	09/22/17	62/561,783 (United States)
Shuttle Valve with Durable Soft Seal	09/09/16	15/260,662 (United States)
Dual Pressure Shuttle Valve	6/28/2011	14/264,669 (United States)