

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5221694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HOUSTON GLOBAL HEAT TRANSFER LLC	11/02/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	14241 DALLAS PKWY., STE. 900
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75254
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	15477097
Application Number:	15477100
Application Number:	15629563
Application Number:	15591076
Application Number:	15591086
Application Number:	15591089
Application Number:	15616224
Application Number:	15616153
Application Number:	62614751
Application Number:	15705024
Application Number:	15719099
Application Number:	62596716
Application Number:	15924326
Application Number:	15924347
PCT Number:	IB2018052269
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: 713.221.1103
Email: ipteam@cogencyglobal.com
Correspondent Name: MEL GLINA, C/O BRACEWELL LLP
Address Line 1: 711 LOUISIANA ST., STE. 2300
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	1009664 PT
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NAME OF SUBMITTER:	MEL GLINA
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SIGNATURE:	/MEL GLINA/
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DATE SIGNED:	11/05/2018
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Total Attachments: 6

source=DM-#5810172-v2-Patent_Security_Agreement_-_Global_Heat_Joinder_(Executed)#page1.tif

source=DM-#5810172-v2-Patent_Security_Agreement_-_Global_Heat_Joinder_(Executed)#page2.tif

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 2nd day of November, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of October 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Forum Energy Technologies, Inc., a Delaware corporation (“Parent”) and those additional entities that hereafter become parties to the Credit Agreement as US Borrowers in accordance with the terms thereof (each, a “US Borrower” and collectively, the “US Borrowers”), Forum Canada ULC, an Alberta unlimited liability corporation (“Forum Canada”) and those additional entities that hereafter become parties to the Credit Agreement as Canadian Borrowers in accordance with the terms thereof (each a “Canadian Borrower” and collectively, the “Canadian Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent and certain others party thereto, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to US Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of October 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such 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 Intellectual Property 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 such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission 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 telefacsimile or other electronic method of transmission 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY


AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE,
MUTATIS MUTANDIS.

[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.

GRANTORS:

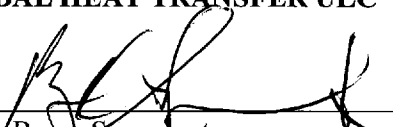
**HOUSTON GLOBAL HEAT TRANSFER
LLC**

By: 

Name: John C. Ivascu

Title: Vice President & Secretary

GLOBAL HEAT TRANSFER ULC

By: 

Name: Bryon Suprenant

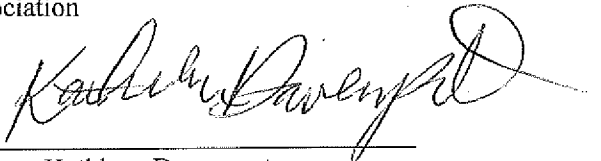
Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 

Name: Kathleen Davenport

Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 047410 FRAME: 0160

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent No.	Application No.	Filing Date
Global Heat Transfer ULC	USA		15/477,097	2-Apr-17
Global Heat Transfer ULC	Canada		2,963,572	7-Apr-17
Global Heat Transfer ULC	USA		15/477,100	2-Apr-17
Global Heat Transfer ULC	Canada		2,963,568	7-Apr-17
Global Heat Transfer ULC	USA		15/629,563	21-Jun-17
Global Heat Transfer ULC	Canada		2,971,746	23-Jun-17
Global Heat Transfer ULC	USA		15/591,076	9-May-17
Global Heat Transfer ULC	Canada		2,969,703	6-Jun-17
Global Heat Transfer ULC	USA		15/591,086	9-May-17
Global Heat Transfer ULC	USA		15/591,089	9-May-17
Global Heat Transfer ULC	USA	9,970,720	15/616,224	7-Jun-17
Global Heat Transfer ULC	USA		15/616,153	7-Jun-17
Global Heat Transfer ULC	USA		62/614,751	8-Jan-18
Global Heat Transfer ULC	USA		15/705,024	14-Sep-17
Global Heat Transfer ULC	Canada		2,979,845	20-Sep-17
Global Heat Transfer ULC	PCT		PCT/IB2018/052269	2-Apr-18
Global Heat Transfer ULC	USA	9,945,578	15/719,099	28-Sep-17
Global Heat Transfer ULC	USA		62/596,716	8-Dec-17
Global Heat Transfer ULC	USA		15/924,326	19-Mar-18
Global Heat Transfer ULC	USA		15/924,347	19-Mar-18

Patent Licenses

None

[Schedule I to Patent Security Agreement]