

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5607621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WEATHERFORD TECHNOLOGY HOLDINGS, LLC	07/03/2019

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	6592334
Patent Number:	7665531
Patent Number:	6527047
Patent Number:	6688398
Patent Number:	7021374
Patent Number:	7353880
Patent Number:	7712523
Patent Number:	7793719
Patent Number:	6725938
Patent Number:	7213656
Patent Number:	6742596
Patent Number:	7073598
Patent Number:	7896084
Patent Number:	6938697
Patent Number:	6425444
Patent Number:	6688400
Patent Number:	7168497
Patent Number:	6929068
Patent Number:	6494262
Patent Number:	6712153

PATENT

Property Type	Number
Patent Number:	7124831
Patent Number:	7789135
Patent Number:	7789136
Patent Number:	7789137
Patent Number:	7779927
Patent Number:	7779928
Patent Number:	6915686
Patent Number:	6966367
Patent Number:	7066247
Patent Number:	6622796
Patent Number:	7243543
Patent Number:	7503215

CORRESPONDENCE DATA

Fax Number: (650)838-5109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE

Address Line 1: 599 LEXINGTON AVENUE

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 32/7

NAME OF SUBMITTER: MARIE-ALEXIS VALENTE

SIGNATURE: /MARIE-ALEXIS VALENTE/

DATE SIGNED: 07/08/2019

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of July 3, 2019 by and from Weatherford Technology Holdings, LLC (the "Grantor") to and in favor of Citibank, N.A., in its capacity as collateral agent (the "Grantee") for itself and on behalf and for the benefit of the other Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Weatherford International Ltd., a Bermuda exempted company, Weatherford International plc, an Irish public limited company, Weatherford International, LLC, a Delaware limited liability company, the lenders party thereto and the Grantee have entered into a Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of July 3, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other grantors from time to time party thereto have entered into a U.S. Pledge and Security Agreement dated as of July 3, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns certain Patents (as defined in the Security Agreement), including without limitation the Patents listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the Secured Obligations. Upon Payment in Full, which, for this purpose, shall include the indefeasible payment in full of the Swap Obligations (or the arrangement of alternative collateral arrangements or the novation of the Swap Obligations, in each case, satisfactory to the holder of such Swap Obligations in its sole discretion), the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Patents acquired under this Confirmatory Grant. Notwithstanding the foregoing, the security interest in the Patents acquired under this Confirmatory Grant shall automatically be released and the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, evidencing such release, in each case, to the extent provided in and in accordance with Section 11.01(e) and Section 11.22 of the Credit Agreement.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, including without limitation the Patents listed on Exhibit A hereto, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement or other violation of the Patents or unfair competition regarding the same (collectively, the Patent Collateral”).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Further Actions. The Grantor authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable government officer record this Confirmatory Grant. The Grantor shall take any further actions, including executing any further documentation, necessary to record, perfect or effectuate this Confirmatory Grant and the Grantee's security interest in the Patent Collateral.

5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

WEATHERFORD TECHNOLOGY HOLDINGS,
LLC



By: /s/ _____

Name: Christine M. Morrison

Title: Vice President & Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A – SCHEDULE OF PATENTS

TITLE	COUNTRY NAME	APPLICATION NUMBER	PCT APPLICATION NUMBER	PATENT NUMBER	ASSIGNEE
<u>Hydraulic Multiphase Pump</u>	Canada	2466467	PCT/GB02/005500	2466467	Weatherford Technology Holdings, LLC
<u>Hydraulic Multiphase Pump</u>	United States of America	10036737		6592334	Weatherford Technology Holdings, LLC
<u>Connection of Tubulars Using a Top Drive</u>	United Kingdom	999348337	PCT/GB99/002203	1015729	Weatherford Technology Holdings, LLC
<u>Connection of Tubulars Using a Top Drive</u>	Norway	20001393	PCT/GB99/002203	317223	Weatherford Technology Holdings, LLC
<u>An Apparatus for Facilitating the Connection of Tubulars Using a Top Drive</u>	United States of America	11600314	PCT/GB99/002203	7665531	Weatherford Technology Holdings, LLC
<u>Method and Apparatus for Connecting Tubulars Using a Top Drive</u>	United States of America	09762698	PCT/GB99/002704	6527047	Weatherford Technology Holdings, LLC
<u>Method and Apparatus for Connecting Tubulars Using a Top Drive</u>	United States of America	10354226	PCT/GB99/002704	6688398	Weatherford Technology Holdings, LLC
<u>Method and Apparatus for Connecting Tubulars Using a Top Drive</u>	United States of America	10738950	PCT/GB99/002704	7021374	Weatherford Technology Holdings, LLC
<u>Method and Apparatus for Connecting Tubulars Using a Top Drive</u>	United States of America	11560211	PCT/GB99/002704	7353880	Weatherford Technology Holdings, LLC
<u>Top Drive Casing System</u>	United States of America	10389483		7712523	Weatherford Technology Holdings, LLC
<u>Top Drive Casing System</u>	United States of America	11932619		7793719	Weatherford Technology Holdings, LLC

TITLE	COUNTRY NAME	APPLICATION NUMBER	PCT APPLICATION NUMBER	PATENT NUMBER	ASSIGNEE
<u>Apparatus and Method for Facilitating the Connection of Tubulars Using a Top Drive</u>	United States of America	09868790	PCT/GB99/003951	6725938	Weatherford Technology Holdings, LLC
<u>Apparatus and Method for Facilitating the Connection of Tubulars Using a Top Drive</u>	United States of America	10831864	PCT/GB99/03951	7213656	Weatherford Technology Holdings, LLC
<u>Apparatus and Methods for Tubular Makeup Interlock</u>	Norway	20141280	PCT/GB02/002101		Weatherford Technology Holdings, LLC
<u>Apparatus and Methods for Tubular Makeup Interlock</u>	United States of America	09860127		6742596	Weatherford Technology Holdings, LLC
<u>Apparatus and Methods for Tubular Makeup Interlock</u>	United States of America	10625840		7073598	Weatherford Technology Holdings, LLC
<u>Apparatus and Methods for Tubular Makeup Interlock</u>	United States of America	11872307		7896084	Weatherford Technology Holdings, LLC
<u>Apparatus and Methods for Tubular Makeup Interlock</u>	United States of America	10801514		6938697	Weatherford Technology Holdings, LLC
<u>Downhole Sealing</u>	United States of America	09470154		6425444	Weatherford Technology Holdings, LLC
<u>Downhole Sealing</u>	United States of America	10145599		6688400	Weatherford Technology Holdings, LLC
<u>Downhole Sealing</u>	United States of America	10748592		7168497	Weatherford Technology Holdings, LLC
<u>Non-Cryogenic Production of Nitrogen for On-Site Injection in Well Clean Out</u>	Canada	2416560	PCT/GB01/003672	2416560	Weatherford Technology Holdings, LLC
<u>Non-Cryogenic Production of Nitrogen for On-Site Injection in Well Clean Out</u>	United States of America	10315734		6929068	Weatherford Technology Holdings, LLC
<u>Non-Cryogenic Production of Nitrogen for On-Site Injection in Well Clean Out</u>	United States of America	09642447		6494262	Weatherford Technology Holdings, LLC
<u>Resin Impregnated Continuous Fiber Plug with Non-Metallic Element System</u>	United States of America	09893505		6712153	Weatherford Technology Holdings, LLC
<u>Resin Impregnated Continuous Fiber Plug</u>	United States of America	11101855		7124831	Weatherford Technology Holdings, LLC

TITLE	COUNTRY NAME	APPLICATION NUMBER	PCT APPLICATION NUMBER	PATENT NUMBER	ASSIGNEE
<u>wilth Non-Metallic Element System</u>					
<u>Non-Metallic Mandrel and Element System</u>	United States of America	12645954		7789135	Weatherford Technology Holdings, LLC
<u>Non-Metallic Mandrel and Element System</u>	United States of America	12646014		7789136	Weatherford Technology Holdings, LLC
<u>Non-Metallic Mandrel and Element System</u>	United States of America	12646066		7789137	Weatherford Technology Holdings, LLC
<u>Non-Metallic Mandrel and Element System</u>	United States of America	12646055		7779927	Weatherford Technology Holdings, LLC
<u>Non-Metallic Mandrel and Element System</u>	United States of America	12646087		7779928	Weatherford Technology Holdings, LLC
<u>Tubing Connector Jig and Yoke</u>	Norway	19985051	PCT/GB97/001207	323978	Weatherford Technology Holdings, LLC
<u>Downhole Sub For Instrumentation</u>	United States of America	10364311		6915686	Weatherford Technology Holdings, LLC
<u>Methods and Apparatus for Drilling with a Multiphase Pump</u>	United States of America	10606652	PCT/GB00/000642	6966367	Weatherford Technology Holdings, LLC
<u>Method and Apparatus for Drilling with a Multiphase Pump</u>	United States of America	11225466	PCT/GB00/000642	7066247	Weatherford Technology Holdings, LLC
<u>Apparatus and Method for Facilitating the Connection of Tubulars Using a Top Drive</u>	United States of America	09868438	PCT/GB99/003944	6622796	Weatherford Technology Holdings, LLC
<u>Highly Sensitive Accelerometer</u>	United States of America	11018944		7243543	Weatherford Technology Holdings, LLC
<u>Highly Sensitive Accelerometer</u>	United States of America	11777799		7503215	Weatherford Technology Holdings, LLC
<u>Fiber Optic Cable for Distributed Acoustic Sensing with Increased Acoustic Sensitivity</u>	Canada	2858016			Weatherford Technology Holdings, LLC
<u>Distributed Acoustic Sensing Based Flowmeter</u>	United Kingdom	11216439			Weatherford Technology Holdings, LLC