

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5767081

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
FHE USA LLC		08/17/2018
RECEIVING PARTY DATA		
Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	340 MADISON AVENUE	
Internal Address:	11TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10173	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	9644443	
Patent Number:	9670745	
Patent Number:	9879496	
Patent Number:	10030461	
Application Number:	15826371	
Application Number:	62586203	
Application Number:	62589719	
Application Number:	62649008	
Application Number:	62698393	
Application Number:	62698373	
Application Number:	16037687	
Application Number:	16058207	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	8007130755	
Email:	james.murray@wolterskluwer.com	
Correspondent Name:	CT CORPORATION	
Address Line 1:	4400 EASTON COMMONS WAY	

PATENT

Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	SYED HUMZA MOINUDDIN
---------------------------	----------------------

SIGNATURE:	/Syed Humza Moinuddin/
-------------------	------------------------

DATE SIGNED:	10/11/2019
---------------------	------------

Total Attachments: 7

source=IP Filing#page1.tif
source=IP Filing#page2.tif
source=IP Filing#page3.tif
source=IP Filing#page4.tif
source=IP Filing#page5.tif
source=IP Filing#page6.tif
source=IP Filing#page7.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FHE USA LLC

Execution Date(s) August 17, 2018

Additional names of conveying parties attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest
☐ Executive Order 9424, confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: PNC BANK, NATIONAL ASSOCIATION

Internal
Address:

Street Address: : 340 Madison Avenue, 11th Floor

City: New York

State: NY

Country: USA Zip: 10173

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule 1

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

October 11, 2019

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of August 17, 2018, is made by FHE USA LLC ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Revolving Credit and Security Agreement (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "Credit Agreement"), dated of even date hereof, by and among Grantor, Grantee and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Grantee.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Patent Collateral are as provided by the Credit Agreement and Other Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Patent Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Other Documents.

6. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FHE USA LLC

By: 

Name: Nicolas Snoke

Title: President

[Patent Security Agreement]

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION
as Agent for the Lenders

By: 

Name: George Barrow

Title: Senior Vice President

Address: 340 Madison Avenue, 11th Floor
New York, NY 10173

[Patent Security Agreement]

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

Patent Description:	Registration #:	Registration Date:	Expiration:
Remotely-Operated Wellhead Pressure Control Fitting	US 9,644,443	5/09/2017	11/02/2036
High Pressure Seals for Wellhead Pressure Control Fittings	US 9,670,745	6/06/2017	12/06/2036
Remotely-Actuated High Pressure Seals for Wellhead Pressure Control Fittings	US 9,879,496	1/30/2018	12/06/2036
Constricting Wedge Design for Pressure- Retaining Seal	US 10,030,461	7/24/2018	12/06/2036

[Patent Security Agreement]

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Remotely-Operated Wellhead Pressure Control Fitting and High Pressure Seals for Wellhead Pressure Control Fittings (CANADA)	Non-Provisional Serial Number: CA 2,950,732	12/07/2016
Pressure-Retaining Seals for Multiple Applications	Non-Provisional Serial Number: US 15/826,371	11/29/2017
Positive Engagement Indicator For Remotely Operated Well Pressure Control Apparatus	Provisional Serial Number: US 62/586,203	11/15/2017
Remotely Operated Ball Drop and Night Cap Removal Device for Wellhead Pressure Control Apparatus	Provisional Serial Number: US 62/589,719	11/22/2017
Well Intervention Apparatus (i.e., FracLock)	Provisional Serial Number: 62/649,008	3/28/2018
Operator Interface for Remotely Operated Wellhead Pressure Control Apparatus	Provisional Serial Number: 62/698,393	7/16/2018
Centrifugal Solids Separator	Provisional Serial Number: 62/698,373	7/16/2018
Remotely Operated Fluid Connection	Non-Provisional Serial Number 16/037687	7/17/2018
Translocating Wedge Design for Pressure-Retaining Seal	Non-Provisional Serial Number 16/058,207	

[Patent Security Agreement]