

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6063234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ULTERRA DRILLING TECHNOLOGIES, L.P.	04/15/2020
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1700 LINCOLN ST.
Internal Address:	MAC - C7300-033
City:	DENVER
State/Country:	COLORADO
Postal Code:	80203
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	16104855
Application Number:	15999267
Application Number:	16147318
Application Number:	16188227
Application Number:	16239392
Application Number:	16242522
Application Number:	16242784
Application Number:	16243697
Application Number:	16249827
Application Number:	16249824
Application Number:	16263102
Application Number:	16265448
Application Number:	16413176
Application Number:	16506506
Application Number:	62897682
Application Number:	16676913
Application Number:	62939919
Application Number:	62949226
Application Number:	29723822

CORRESPONDENCE DATA**Fax Number:** (312)862-2200

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: 3128623837**Email:** raza.siddiqui@kirkland.com**Correspondent Name:** RAZA SIDDIQUI, SENIOR PARALEGAL**Address Line 1:** 300 N. LASALLE**Address Line 2:** KIRKLAND & ELLIS LLP**Address Line 4:** CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	44296-3
NAME OF SUBMITTER:	RAZA SIDDIQUI
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	04/15/2020

Total Attachments: 9

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of April 15, 2020, by Ulterra Drilling Technologies, L.P. (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is a party to a Security Agreement dated as of November 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) All issued and applied for Patents of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

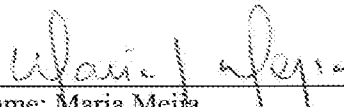
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 6. Collateral Agency Agreement and Junior Lien Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the security interests created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the Collateral Agency Agreement and the Junior Lien Intercreditor Agreement (if then in effect). In the event of any conflict or inconsistency between the terms of this Patent

Security Agreement and the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, the terms of the Collateral Agency Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

[Signature pages follow.]

Ultrerra Drilling Technologies, L.P.

By: 
Name: Maria Mejia
Title: Authorized Officer

[Signature Page to Patent Security Agreement]

PATENT
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Wells Fargo Bank, National Association, as
Collateral Agent

By: 

Name: CORBIN M. WDMA
Title: DIRECTOR

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

U.S. Patents

Country	Patent Title	Owner	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	SELECTIVELY LEACHED, POLYCRYSTALLINE STRUCTURES FOR CUTTING ELEMENTS OF DRILL BITS	Ulterra Drilling Technologies, L.P.	14/019,013	2013-09-05	10160099	2018-12-25
UNITED STATES	DIAMOND CUTTING ELEMENTS FOR DRILL BITS SEEDED WITH HCP CRYSTALLINE MATERIAL	Ulterra Drilling Technologies, L.P.	13/891,040	2013-05-09	10,180,032	2019-01-15
UNITED STATES	UNIVERSAL JOINT	Ulterra Drilling Technologies, L.P.	14/838,155	2015-08-27	10,221,894	2019-03-05
UNITED STATES	DRILL BIT	Ulterra Drilling Technologies, L.P.	14/742,339	2015-06-17	10233696	2019-03-19
UNITED STATES	UNIVERSAL JOINT	Ulterra Drilling Technologies, L.P.	15/195,892	2016-06-28	10316895	2019-06-11
UNITED STATES	CUTTING ELEMENTS FOR DOWNHOLE CUTTING TOOLS	Ulterra Drilling Technologies, L.P.	15/195,658	2016-06-28	10329847	2019-06-25
UNITED STATES	UNIVERSAL JOINT	Ulterra Drilling Technologies, L.P.	15/268,618	2016-09-18	10337261	2019-07-02
UNITED STATES	CUTTER SUPPORT ELEMENT	Ulterra Drilling Technologies, L.P.	14/338,404	2014-07-23	10352103	2019-07-16

Country	Patent Title	Owner	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	ROTARY IMPACT TOOL	Ulterra Drilling Technologies, L.P.	15/268,617	2016-09-18	10502006	2019-12-10
UNITED STATES	UNIVERSAL JOINT	Ulterra Drilling Technologies, L.P.	15/195,915	2016-06-28	10508493	2019-12-17
UNITED STATES	EARTH BORING TOOL WITH IMPROVED ARRANGEMENTS OF CUTTER SIDE RAKES	Ulterra Drilling Technologies, L.P.	15/396,409	2016-12-30	10563463	2020-02-18
UNITED STATES	DRILL BIT	Ulterra Drilling Technologies, L.P.	14/626,736	2015-02-19	10570665	2020-02-25
UNITED STATES	UNIVERSAL JOINT	Ulterra Drilling Technologies, L.P.	15/160,809	2016-05-20	10619678	2020-04-14

U.S. Patent Applications

Country	App. No.	Patent Title	File Date	Owner
UNITED STATES	16/104,855	DOWNHOLE TOOLS WITH IMPROVED ARRANGEMENTS OF CUTTERS	2018-08-17	Utterra Drilling Technologies, L.P.
UNITED STATES	15/999,267	DOWNHOLE VIBRATION TOOL FOR DRILL STRING	2018-08-17	Utterra Drilling Technologies, L.P.
UNITED STATES	16/147,318	POLYCRYSTALLINE-DIAMOND COMPACT AIR BIT	2018-09-28	Utterra Drilling Technologies, L.P.
UNITED STATES	16/188,227	DRILL BIT	2018-11-12	Utterra Drilling Technologies, L.P.
UNITED STATES	16/239,392	REPLACEABLE NOZZLE FOR DRILLING BIT	2019-01-03	Utterra Drilling Technologies, L.P.
UNITED STATES	16/242,522	BIT BREAKER BOX	2019-01-08	Utterra Drilling Technologies, L.P.
UNITED STATES	16/242,784	DIAMOND CUTTING ELEMENTS FOR DRILL BITS SEEDED WITH HCP CRYSTALLINE MATERIAL	2019-01-08	Utterra Drilling Technologies, L.P.
UNITED STATES	16/243,697	NO BLADE BIT	2019-01-09	Utterra Drilling Technologies, L.P.
UNITED STATES	16/249,827	SHAPED CUTTERS	2019-01-16	Utterra

Country	App. No.	Patent Title	File Date	Owner
				Drilling Technologies, L.P.
UNITED STATES	16/249,824	SHAPED CUTTERS	2019-01-16	Ulterra Drilling Technologies, L.P.
UNITED STATES	16/263,102	UNIVERSAL JOINT	2019-01-31	Ulterra Drilling Technologies, L.P.
UNITED STATES	16/265,448	DRILL BIT	2019-02-01	Ulterra Drilling Technologies, L.P.
UNITED STATES	16/413,176	DRILL BIT WITH CUTTING GAUGE PAD	2019-05-15	Ulterra Drilling Technologies, L.P.
UNITED STATES	16/506,506	HYBRID PDC BIT	2019-07-09	Ulterra Drilling Technologies, L.P.
UNITED STATES	62/897,682	DRILL BIT	2019-09-09	Ulterra Drilling Technologies, L.P.
UNITED STATES	16/676,913	DRILL BIT	2019-11-07	Ulterra Drilling Technologies, L.P.
UNITED STATES	62/939,919	DOWNHOLE VIBRATION TOOL FOR DRILL STRING	2019-11-25	Ulterra Drilling Technologies, L.P.

Country	App. No.	Patent Title	File Date	Owner
UNITED STATES	62/949,226	DRILL BIT WITH AUXILIARY CHANNEL OPENINGS	2019-12-17	Ulterra Drilling Technologies, L.P.
UNITED STATES	29/723,822	CUTTING TOOL	2020-02-11	Ulterra Drilling Technologies, L.P.

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RECORDED: 04/15/2020