

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6147627

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TDW OFFSHORE SERVICES AS	06/10/2020
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE ASSISTANT	
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PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	7210503	
Patent Number:	7124779	
Patent Number:	7568504	
Patent Number:	7766046	
Patent Number:	8171960	
Patent Number:	7857356	
Patent Number:	7909065	
Patent Number:	7878221	
Patent Number:	8042574	
Patent Number:	9206937	
Patent Number:	10213816	
CORRESPONDENCE DATA		
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<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>		
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PATENT

ATTORNEY DOCKET NUMBER:	13312-657
NAME OF SUBMITTER:	NANCY GRAHAM
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	06/10/2020
Total Attachments: 5 source=Patent Security Agreement - TDW Offshore Services AS#page1.tif source=Patent Security Agreement - TDW Offshore Services AS#page2.tif source=Patent Security Agreement - TDW Offshore Services AS#page3.tif source=Patent Security Agreement - TDW Offshore Services AS#page4.tif source=Patent Security Agreement - TDW Offshore Services AS#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 10, 2020 (this “Patent Security Agreement”), is made by TDW Offshore Services AS, a corporation created and existing under the laws of Norway (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the “Collateral Agent”).

RECITALS

T. D. Williamson, Inc., an Oklahoma corporation (the “Company”), the Grantor, and certain subsidiaries of the Company are parties to the First Amended and Restated Pledge and Security Agreement of even date herewith, in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Grantor is required to execute this Patent Security Agreement.

ACCORDINGLY, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all Patent licenses providing for the grant by or to the Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. 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 agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Security Agreement. This Patent Security Agreement is in addition to and not a restatement, novation, or release of any other patent security agreement between the Grantor and the Collateral Agent

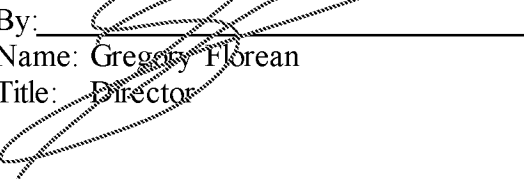
Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** In addition, the provisions of Sections 7.15, 7.17, 7.18, 7.19, 7.20 and 8.1 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

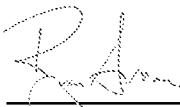
GRANTOR:

TDW OFFSHORE SERVICES AS

By: 
Name: Gregory Florean
Title: Director

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ryan Aman
Title: Authorized Officer

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Title	Country	Status	App. No.	Filing Date	Patent No.	Issue Date
METHOD AND DEVICE FOR INCREASING SAFETY DURING PIPELAYING	US	Issued	10/494,727	5/26/2004	7,210,503	5/1/2007
DEVICE FOR FASTENING A MANOEUVRABLE PLUG FOR PLUGGING PIPES	US	Issued	10/518,763	12/21/2004	7,124,779	10/24/2006
HYDRAULIC CYLINDERS AND PLUG WITH HYDRAULIC CYLINDER	US	Issued	10/531,739	12/6/2004	7,568,504	8/4/2009
PLUGGING SYSTEM FOR USE DURING AN OFFSHORE PIPELINE LAYING OPERATION	US	Issued	11/796,222	4/27/2007	7,766,046	8/3/2010
PLUG WITH GRIPPING MEANS	US	Issued	11/909,390	9/21/2007	8,171,960	5/8/2012
SMARTCOUPLING - NON-RESPONSIVE	US	Issued	12/095,222	5/28/2008	7,857,356	12/28/2010
PRE-TENSIONED SEALING MEANS ARRANGEMENT	US	Issued	12/097,417	6/13/2008	7,909,065	3/22/2011
SMARTPLUG WITH WHEEL CENTRALIZER	US	Issued	12/296,635	10/9/2008	7,878,221	2/1/2011
PLUG WITH EXPANDABLE PACKER ELEMENT	US	Issued	12/520,568	6/22/2009	8,042,574	10/25/2011
SYSTEM AND DEVICE FOR MONITORING A MOVABLE PLUG ELEMENT(S) IN A PIPELINE	US	Issued	13/264,083	11/10/2011	9,206,937	12/8/2015
PIPELINE PIG WITH HYDRAULICALLY BALANCED COLLAPSIBLE SEALING ELEMENTS	US	Issued	14/692,417	4/21/2015	10,213,816	2/26/2019