

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6414746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SCHLUMBERGER LIFT SOLUTIONS LLC	10/31/2020
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	62962297
Application Number:	62928132
PCT Number:	US2020043083
Application Number:	16846002
Application Number:	16965169
Patent Number:	10669787
Patent Number:	D724104
Patent Number:	D717834
Patent Number:	D682317
Patent Number:	D717835
Patent Number:	D700622
Patent Number:	9341183
Patent Number:	7104321
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	215-569-5619
Email:	pecsenye@blankrome.com

Correspondent Name: TIMOTHY D. PECSENYE (074658-20062 BAF)
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE, 8TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-20062

NAME OF SUBMITTER: TIMOTHY D. PECSENYE

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 11/23/2020

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS dated as of October 31, 2020 (this “Agreement”), made by SCHLUMBERGER LIFT SOLUTIONS LLC, a Delaware limited liability company (the “Pledgor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the Collateral Agreement dated as of July 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among RAVDOS INTERMEDIATE INC., a Delaware corporation (“Holdings”), RAVDOS HOLDINGS INC., a Delaware corporation (“Borrower Representative”), LUFKIN US ACQUISITION COMPANY LLC, a Delaware limited liability company (“Lufkin US”), each Subsidiary Party party thereto, including the Pledgor, and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Patent Collateral”):

- (a) all patents of the United States of America and all applications for patents of the United States of America, including those listed on Schedule I, and
- (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile

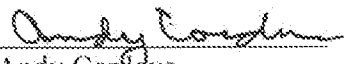
or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCHLUMBERGER LIFT SOLUTIONS, LLC

By: 
Name: Andy Cordeva
Title: President

[Signatures Continue on Next Page]

[Signature Page to Notice of Grant of Security Interest in Patents]

PATENT
REEL: 054443 FRAME: 0697

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Rena Sinclair
Name: Rena Sinclair
Title: Vice President

{Signature Page to Notice of Grant of Security Interest in Patents}

PATENT
REEL: 054443 FRAME: 0698

Schedule I

Patents and Patent Applications

Title	Filed Date	App Number	Grant Date	Patent No.	Status	Owner
System and Methodology for Removing Particulates from Well Fluid	17 Jan 2020	62/962297	N/A	N/A	Provisional Application	Schlumberger Lift Solutions LLC
Improved Flow Cage	30 Oct 2019	62/928132	N/A	N/A	Provisional Application	Schlumberger Lift Solutions LLC
Gas Lift Ball Seat Check	23 Jul 2019	PCT/US2020/043083	N/A	N/A	Provisional Application	Schlumberger Lift Solutions LLC
Sealing Tubing Anchor Catcher	12 Apr 2019	16/846002	N/A	N/A	Utility Patent Application	Schlumberger Lift Solutions LLC
System and methodology including strain filter in downhole pumps	29 Jan 2018	16/965169	N/A	N/A	Patent Application	Schlumberger Lift Solutions LLC
Pump rod connection	09 Dec 2016	<u>15373793</u>	2 June 2020	10669787	Registered	Schlumberger Lift Solutions LLC
Combined downhole plunger adapter and sandwiper for pump	07 Nov 2013	29471983	10 Mar 2015	D724104 S1	Registered	Schlumberger Lift Solutions LLC
Plunger adapter	28 Jun 2012	<u>29449569</u>	18 Nov 2014	D717834 S1	Registered	Schlumberger Lift Solutions LLC
Plunger adapter	28 Jun 2012	<u>29425948</u>	<u>14 May 2013</u>	D682317 S1	Registered	Schlumberger Lift Solutions LLC

Title	Filed Date	App Number	Grant Date	Patent No.	Status	Owner
Plunger adapter	28 Jun 2012	29449576	18 Nov 2014	D717835 S1	Registered	Schlumberger Lift Solutions LLC
Plunger adapter	19 Apr 2012	29418661	4 Mar 2014	D700622 S1	Registered	Schlumberger Lift Solutions LLC
Plunger adapter with sandwiper for downhole pump	5 Apr 2012	13832718	17 May 2016	9341183	Registered	Schlumberger Lift Solutions LLC
Downhole gas/liquid separator and method	17 Oct 2003	10688677	12 Sep 2006	7104321	Registered	Schlumberger Lift Solutions LLC