

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6614181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NOBLE SERVICES COMPANY LLC	03/18/2021
NOBLE FINANCE COMPANY (F/K/A NOBLE CORPORATION)	03/18/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	500 STANTON CHRISTIANA ROAD
Internal Address:	NCC 5, 1ST FLOOR
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713-2107
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7059427
Patent Number:	10364609
Patent Number:	10196865
Patent Number:	8826989
Patent Number:	10689933
Patent Number:	7044239
Application Number:	16272329
Application Number:	16811834
Application Number:	16822419
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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:	2124553605
Email:	jmull@stblaw.com
Correspondent Name:	GENEVIEVE DORMENT
Address Line 1:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2278
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	03/22/2021
Total Attachments: 5 source=Noble - Patent Security Agreement [Executed]#page1.tif source=Noble - Patent Security Agreement [Executed]#page2.tif source=Noble - Patent Security Agreement [Executed]#page3.tif source=Noble - Patent Security Agreement [Executed]#page4.tif source=Noble - Patent Security Agreement [Executed]#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 18, 2021 (this “Agreement”), among Noble Services Company LLC, a Delaware limited liability company, located at 13135 Dairy Ashford, Suite 800, Sugar Land, TX 77478 (“NSC”), Noble Finance Company (f/k/a Noble Corporation), an exempted company incorporated in the Cayman Islands with limited liability, located at 13135 Dairy Ashford, Suite 800, Sugar Land, TX 77478 (the “Company” and, together with NSC, the “Grantors” and each, individually, a “Grantor”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

Reference is made to (a) the Senior Secured Revolving Credit Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, Noble International Finance Company, an exempted company incorporated in the Cayman Islands with limited liability and a wholly-owned direct or indirect Subsidiary of the Company, as a Designated Borrower (as defined therein), each other Designated Borrower from time to time party thereto, the Lenders and Issuing Banks (as such terms are defined therein) from time to time party thereto and JPMorgan, as administrative agent and collateral agent (in such capacity, the “Collateral Agent”), and (b) the Guaranty and Collateral Agreement, dated as of February 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), among the Company, the other Grantors (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Company and each Designated Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Company and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 GCA. The rules of construction specified in Section 1.2 of the GCA also apply to this Agreement. For purposes of this Agreement, “Patents” means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues, reexaminations and extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1, (b) all applications for letters patent of the United States or any other country and all divisionals, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing listed on Schedule 1 and (c) all rights to obtain any reissues or extensions of the foregoing.

SECTION 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and collaterally assigns to the Collateral Agent, for the ratable benefit of the Secured Parties, all of such Grantor’s right, title and interest in and to the following property, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”): (a) the Patents of such Grantor, including those listed on Schedule 1 attached hereto; (b) all rights to sue at law or in equity for any infringement or other violation thereof, including the right to receive all proceeds and damages therefrom; (c) the Patent Licenses to which such Grantor is a party; and (d) to the extent not covered by the foregoing clause (a), (b) or (c), all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guaranties given by any Person with respect to any of the foregoing; provided, however, that notwithstanding any of the other provisions set forth in this Agreement or any other Credit Document, (i) this Agreement shall not constitute a grant of security interest in, or a collateral assignment of, and the term “Patent Collateral” shall not include any assets or property constituting Excluded Property for so long as such assets or property constitute Excluded Property, and (ii) the grant of a security interest and collateral assignment herein shall not be

deemed to be an assignment of any Intellectual Property owned by the Grantor; provided, further that the foregoing clause (ii) shall not in any way limit, affect or impair any of the Collateral Agent's rights or remedies with respect to the Patent Collateral pursuant to Section 6 of the GCA.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. GCA. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to the GCA. Each Grantor 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 GCA, 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 GCA, the terms of the GCA shall govern.

SECTION 5. Second Lien Intercreditor Agreement Governs. Notwithstanding any provisions in this Agreement or any other Credit Document to the contrary, the terms, conditions and provisions of this Agreement and the other Credit Documents are subject in all respects to the provisions of the Second Lien Intercreditor Agreement. To the extent there is a conflict between this Agreement, on the one hand, and the Second Lien Intercreditor Agreement, on the other hand, the provisions of the Second Lien Intercreditor Agreement shall control with respect thereto; provided, however, if such a conflict is between any provision of Section 2 herein and the definition of any defined term used in Section 2 herein, on one hand, and the Second Lien Intercreditor Agreement, on the other hand, the provisions and definitions in this Agreement shall control with respect thereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on different counterpart signature pages, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed ".pdf" or ".tif" file or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed ".pdf" or ".tif" file or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require any Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent any Agent has agreed to accept any Electronic Signature, the Agents and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (b) upon the request of any Agent or Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart.


SECTION 7. Governing Law. This Agreement and the rights and duties of the parties hereto, shall be construed in accordance with and governed by the internal laws of the State of New York.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

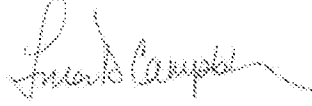
NOBLE SERVICES COMPANY LLC

By _____

Name: Blake Denton

Title: Vice President

NOBLE FINANCE COMPANY

By _____

Name: Laura Campbell

Title: Vice President

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By _____

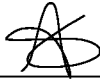
Name:

Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By  _____

Name: Arina Mavilian

Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 055671 FRAME: 0378

ISSUED PATENTS AND PATENT APPLICATIONS

Name of Debtor/Grantor	Title	(Filing Date)/ Issued Date	Status	(Application No.)/ Registration No.	Jurisdiction
Noble Services Company LLC	Automatic drilling system	6/13/2006	Issued	7059427	US
Noble Services Company LLC	Method for assembling and disassembling marine riser and auxiliary lines and well pressure control system	(2/11/2019)	Published	(16272329)	US
Noble Services Company LLC	Self actuating ram actuator for well pressure control device	(3/6/2020)	Published	(16811834)	US
Noble Services Company LLC	Method for excavating mud line cellar for subsea well drilling	7/30/2019	Issued	10364609	US
Noble Services Company LLC	Method for detecting fluid influx or fluid loss in a well and detecting changes in fluid pump efficiency	(3/18/2020)	Published	(16822419)	US
Noble Services Company LLC	Method and system for lubricating riser slip joint and containing seal leakage	2/5/2019	Issued	10196865	US
Noble Services Company LLC	Method for capping a well in the event of subsea blowout preventer failure	9/9/2014	Issued	8826989	US
Noble Services Company LLC	Pressure assisted motor operated ram actuator for well pressure control device	6/23/2020	Issued	10689933	US
Noble Finance Company	System and method for automatic drilling to maintain equivalent circulating density at a preferred value	5/16/2006	Issued	7044239	US