

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7339232

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DRILLFORM TECHNICAL SERVICES LTD.		05/17/2022
RECEIVING PARTY DATA		
Name:	HELMERICH & PAYNE INTERNATIONAL DRILLING CO.	
Street Address:	1437 SOUTH BOULDER AVENUE	
City:	TULSA	
State/Country:	OKLAHOMA	
Postal Code:	74119	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	10538976	
Patent Number:	10247279	
Patent Number:	10309169	
Patent Number:	10480264	
Patent Number:	8133147	
Patent Number:	8888649	
Patent Number:	8968133	
Patent Number:	8943950	
Patent Number:	10557321	
Patent Number:	10718171	
Patent Number:	11028888	
Patent Number:	10890032	
Application Number:	16760585	
Application Number:	62729785	
Application Number:	63080897	
Application Number:	63127670	
CORRESPONDENCE DATA		
Fax Number:	(404)815-6555	
<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: (404)815-6500
Email: jlopez@kilpatricktownsend.com
Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1: 1100 PEACHTREE STREET, NE, SUITE 2800
Address Line 2: IP DOCKETING - 22ND FLOOR
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	107144-1307093
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NAME OF SUBMITTER:	JOSE R. LOPEZ, JR., PARALEGAL
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SIGNATURE:	/Jose R. Lopez, Jr./
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DATE SIGNED:	05/19/2022
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Total Attachments: 7

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US INTELLECTUAL PROPERTY SECURITY AGREEMENT

This US INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**US IP Security Agreement**”) dated as of May 17, 2022 is made by **Drillform Technical Services Ltd.**, a corporation formed under the laws of the Province of Alberta (the “**Grantor**”) in favor of **Helmerich & Payne International Drilling Co.**, a corporation formed under the laws of the State of Delaware (the “**Secured Party**”). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Loan Agreement (defined below).

RECITALS

The Secured Party has made available certain loans (the “**Loan**”) to the Grantor, as provided in the loan agreement (as amended, supplemented or restated from time to time, the “**Loan Agreement**”) dated as of May 17 between the Grantor, as borrower, the Lender, as lender, and the Grantor and Drillform Oilfield Equipment Services LLC, a corporation formed under the laws of the United Arab Emirates (“**DOE**”), as guarantors.

Under the terms of that certain US General Security Agreement made as of May 17, 2022 by and among the Grantor and the other grantors party thereto in favor of the Secured Party, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this US IP Security Agreement for recording with governmental authorities, including the United States Patent and Trademark Office and the United States Copyright Office.

Under the terms of that certain Canadian General Security Agreement made as of May 17, 2022 by and among the Grantor and the other grantors party thereto in favor of the Secured Party, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this US IP Security Agreement for recording with governmental authorities, including the United States Patent and Trademark Office and the United States Copyright Office.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**IP Collateral**”):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
 - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period

in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

- (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);
- (d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) 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
- (f) 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, dilution, 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.

Notwithstanding anything to the contrary in this US IP Security Agreement or any other Loan Document, the security interest with respect to trademarks constitutes a security interest in, and a charge, hypothecation and pledge of, such IP Collateral in favor of the Secured Party, but does not constitute an assignment of such IP Collateral to the Secured Party.

- 2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this US IP Security Agreement upon request by the Secured Party.
- 3. Termination. Upon payment and performance in full of the Obligations and termination of any additional rights or obligations which the Secured Party may have under any Loan Documents to extend credit to the Grantor, the security interest created hereunder shall automatically terminate and be discharged and all rights to the IP Collateral shall revert to the Grantor, in each case without any further action of any party.
- 4. Execution in Counterparts. This US IP 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 US IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this US IP Security Agreement.
- 5. Successors and Assigns. This US IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This US IP 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 US IP 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, other than New York General Obligations Law Sections 5-1401 and 5-1402).

[Remainder of this page intentionally left blank.]

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

Grantor:

**DRILLFORM TECHNICAL SERVICES
LTD.**

By: Todd McCorriston

Name: Todd McCorriston

Title: President & Chief Executive Officer

SCHEDULE 1 USA PATENTS

Patents

Drillform Technical Services Ltd.

Title	Application Number	Patent Number	Filing Date	Grant Date
FLOOR WRENCH FOR A DRILLING RIG	14/889398	10538976	2014-05-05	2020-01-21
INTEGRATED ROLLER-GEARBOX FOR SPINNER WRENCH	15/111881	10247279	2015-01-16	2019-04-02
SPINNER WRENCH FOR A DRILLING RIG	15/111903	10309169	2015-01-16	2019-06-04
TRANSITIONING PIPE HANDLER	15/552423	10480264	2016-02-22	2019-11-19
CLUTCH	12/470045	8133147	2009-05-21	2012-03-13
DYNAMIC REDUCTION-RATIO HOISTING DEVICE	13/116196	8888649	2011-05-26	2014-11-18
DYNAMIC RATIO SPEED INCREASER FOR WINDMILLS AND SIMILAR APPLICATIONS	13/116274	8968133	2011-05-26	2015-03-03
RECIPROCATING PUMP FLOW CONTROL	13/215926	8943950	2011-08-23	2015-02-03
SPINNING TORQUE WRENCH	15/803149	10557321	2017-11-03	2020-02-11
MODIFIED DIE BLOCK FOR DRILLING RIG FLOOR WRENCH	15/574018	10718171	2016-05-11	2020-07-21
SELF-AMPLIFYING SAFETY BRAKE	16/306009	11028888	2016-06-03	2021-06-08
METHOD AND SYSTEM FOR STRIPPING TUBULARS	16/312603	10890032	2017-06-21	2021-01-12


Patent Applications

Record Owner	Jurisdiction	Title	Application/ Publication Number	Filing Date
Drillform Technical Services Ltd.	USA	IMPROVED AUTOMATED FLOOR WRENCH FOR A DRILLING RIG (BD120/160)	16/760,585	2018-10-30
Drillform Technical Services Ltd.	USA	PIPE HANDLER APPARATUS (DC441)	62/729,785	2018-09-11
Drillform Technical Services Ltd.	USA	SLIP APPARATUS AND METHODS OF USING SAME	63/080,897	2020-09-21
Drillform Technical Services Ltd.	USA	HEAVY LOAD PIPE HANDLER APPARATUS (DC443)	63/127670	2020-12-18

SCHEDULE 2 TRADEMARKS

Trademark Registrations

Loan Party	Trade-Mark	Jurisdiction	Application No.	Registration No.	Filing Date	Status

Trademarks	Registered Owner	Country	App./Reg.Date	Serial No./ Reg. No.
BULLDOG 	Drillform Technical Services Ltd.	United States	Sept. 13, 2016	5038684

Trademarks Applications

Loan Party	Trade-Mark	Jurisdiction	Application No.	Registration No.	Filing Date	Status
Nil						

**SCHEDULE 3
COPYRIGHTS**

Copyright Registrations

Nil

Copyright Applications

Nil

Exclusively Licensed Copyright Registrations

Nil

Exclusively Licensed Copyright Applications

Nil