

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM586709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parker Drilling Company		06/30/2020	Corporation: DELAWARE
Parker Technology, LLC		06/30/2020	Limited Liability Company: OKLAHOMA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	901 Main Street, 11th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1059695	HELI-HOIST
Registration Number:	1309701	OIME
Registration Number:	1181601	PARKER
Registration Number:	1540886	PARTECH
Registration Number:	1156814	PD
Registration Number:	4185947	PARKER DRILLING
Serial Number:	87751624	PARKER
Serial Number:	87751576	PARKER THE STRENGTH BEHIND ENERGY
Serial Number:	88756259	D3O
Serial Number:	88821207	QUAIL SERVICES

## CORRESPONDENCE DATA

Fax Number: 2142000853

*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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

TRADEMARK

**Address Line 4:** Dallas, TEXAS 75219

**ATTORNEY DOCKET NUMBER:** 17997.02076

**NAME OF SUBMITTER:** Venisa Dark

**SIGNATURE:** /Venisa Dark/

**DATE SIGNED:** 07/15/2020

**Total Attachments: 8**

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page1.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page2.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page3.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page4.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page5.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page6.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page7.tif

source=2020-06-30 Amended Restated Trademark Security Agreement Parker Drilling to Bank of America#page8.tif

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2020 (this "Agreement"), is made by Parker Drilling Company, a Delaware corporation ("Parker"), and Parker Technology, LLC., an Oklahoma limited liability company (together with Parker, collectively, the "Grantors" and, each individually, a "Grantor"), in favor of Bank of America, N.A., as Administrative Agent for each of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of March 26, 2019, by and among the Grantors, the other Loan Parties party thereto, the Administrative Agent, the lenders party thereto, the L/C Issuers, and the other Persons from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Borrowers, the Grantors and the other Subsidiary Guarantors entered into a Pledge and Security Agreement dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for its benefit and the benefit of each other Secured Party, a continuing security interest in all of each Grantor's right, title and interest in the Trademark Collateral (as defined below); and

**WHEREAS**, Grantors and Administrative Agent entered into that certain Trademark Security Agreement dated as of March 26, 2019 (the "Original Agreement") and desire to amend and restate the Original Agreement in its entirety;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest in the following property, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located (collectively, the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, the registrations and applications listed in Schedule A attached hereto, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing;

(b) all Trademark Licenses and other agreements for the grant by or to any Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) above and, to the extent applicable, clause (b) above or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**SECTION 6. Amendment and Restatement**

This Agreement constitutes an amendment and restatement of the Original Agreement and is not, intended by the parties hereto to be, and shall not be deemed or construed as, a novation or termination of the Original Agreement. The parties hereto hereby acknowledge, confirm, reaffirm, ratify and agree that the Original Agreement is hereby replaced by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

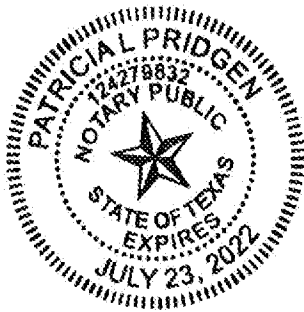
PARKER DRILLING COMPANY

By: Michael W. Sumruld  
Name: Michael W. Sumruld  
Title: Senior Vice President and Chief  
Financial Officer

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this 30<sup>th</sup> day of June, 2020, before me, the undersigned Notary Public, personally came and appeared Michael W. Sumruld the duly authorized Senior Vice President and Chief Financial Officer of PARKER DRILLING COMPANY, and that he signed the foregoing Trademark Security Agreement with full authorization by its Board of Directors and that the foregoing Trademark Security Agreement is the free and voluntary act and deed of said company for the uses, purposes and covenants therein expressed.

Patricia Pridgen  
Notary Public



[Signature Page to Trademark Security Agreement]

GRANTOR:

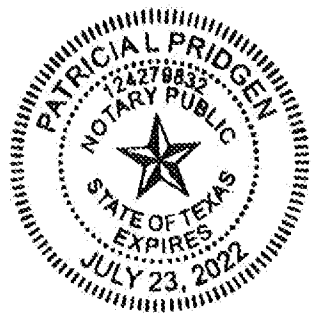
PARKER TECHNOLOGY, LLC

By: Michael W. Sumruld  
Name: Michael W. Sumruld  
Title: Vice President

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

On this 30<sup>th</sup> day of June, 2020, before me, the undersigned Notary Public, personally came and appeared Michael W. Sumruld the duly authorized Vice President of PARKER TECHNOLOGY, LLC and that he signed the foregoing Trademark Security Agreement with full authorization by its Board of Directors and that the foregoing Trademark Security Agreement is the free and voluntary act and deed of said company for the uses, purposes and covenants therein expressed.

Patricia L. Pridden  
Notary Public



[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: Terrance O. McKinney  
Name: Terrance O. McKinney  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]



**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark Title</b>	<b>Application/Registration No.</b>	<b>Filing Date/Issued Date</b>	<b>Status</b>	<b>Owner</b>
HELI-HOIST	72/461,173; 1,059,695	06/25/1973; 02/15/1977	Registered	Parker Drilling Company
OIME	17120; 31457 (12006455)	05/27/1981 04/19/1991	Registered	Parker Drilling Company
OIME & DESIGN	73/460,366; 1,309,701	01/10/1984; 12/18/1984	Registered	Parker Technology, Inc.*
PARCO	17119; 31330 (12006341)	05/27/2011 05/27/1981;	Registered	Parker Drilling Company
PARKER	73/252,172; 1,181,601	12/08/1981 03/03/1980;	Registered	Parker Drilling Company
PARTECH	73/747,785; 1,540,886	08/23/1988; 05/23/1989	Registered	Parker Technology, Inc.*
PD & DESIGN	73/237,740; 1,156,814	06/02/1981 06/02/1981;	Registered	Parker Drilling Company
PARKER DRILLING	85/494,086; 4,185,947	12/13/2011; 08/07/2012 Renewed until August 7, 2022	Registered	Parker Drilling Company
Parker	87/751,624	01/11/18	Application Pending This Application is in the process of being abandoned.	Parker Drilling Company
PARKER THE STRENGTH	87/751,576	01/11/18	Application Pending	Parker Drilling Company

<b>Trademark Title</b>	<b>Application/Registration No.</b>	<b>Filing Date/Issued Date</b>	<b>Status</b>	<b>Owner</b>
BEHIND ENERGY			This Application is in the process of being abandoned.	
D <sup>3</sup> O	88756259	01/13/2020	Application Pending	Parker Drilling Company
Quail Services	88821207	03/04/2020	Application Pending	Quail Services, LLC

\*On January 31, 2020, Parker Technology, Inc. converted from an Oklahoma corporation to an Oklahoma limited liability company, Parker Technology, LLC. The registration for the above patents with the United States Patent Office will be updated accordingly.