TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM633258

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900597164

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oil States International, Inc.		02/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association	
Street Address:	1100 Abernathy Road	
Internal Address:	Suite 1600	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30328	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 68

Registration Number:	4224597	HYDROPULL
Registration Number:	4279195	JETROTOR
Registration Number:	4279196	MGS
Registration Number:	4531811	TEMPRESS
Registration Number:	4531810	TEMPRESS
Registration Number:	4670902	HYDROPULL
Registration Number:	1314320	BALL FLANGE
Registration Number:	4760574	COOLFORCE
Registration Number:	1780035	ELASTA-FLEX
Registration Number:	4167173	ELASTA-FLEX
Registration Number:	2472750	FLEXJOINT
Registration Number:	5895659	FLEXJOINT
Registration Number:	5895518	FLEXJOINT
Registration Number:	1218622	NAUTILUS
Registration Number:	1233303	NAUTILUS
Registration Number:	5102842	PIPER
Registration Number:	5102843	PIPER

TRADEMARK REEL: 007228 FRAME: 0024

900603639

Property Type	Number	Word Mark
Registration Number:	1238017	REGAL
Registration Number:	0517046	SKAGIT
Registration Number:	1943569	SKAGIT
Registration Number:	1711199	SMATCO
Registration Number:	3454846	CONNEX
Registration Number:	3642877	RAZOR
Registration Number:	3646298	GEODYNAMICS
Registration Number:	3432761	GEODYNAMICS
Registration Number:	4091543	IPERF
Registration Number:	4560930	TECHNIK SOLUTIONS
Registration Number:	4446404	RAZOR
Registration Number:	5055330	SMARTSTART PLUS
Registration Number:	4994460	SNIPER
Registration Number:	4999561	FRACPLANE
Registration Number:	4999562	GSWITCH
Registration Number:	4935229	FRACDOCK
Registration Number:	5031177	FRACDOCK
Registration Number:	4999642	QUICKSTART
Registration Number:	4999643	QUICKSTART PLUS
Registration Number:	5047964	LEGACY OIL TOOLS
Registration Number:	5052763	LEGACY OIL TOOLS
Registration Number:	5206153	GEOBALL
Registration Number:	5459406	FRACTRAP
Registration Number:	5684022	EVOLV
Registration Number:	6053885	S1
Registration Number:	5817807	FRACIQ
Registration Number:	5811912	SANDIQ
Registration Number:	6059754	HELLFIRE
Registration Number:	6004089	STRATX
Registration Number:	6033116	GTEC
Registration Number:	2529384	OIL STATES
Registration Number:	2529386	OIL STATES
Registration Number:	4654952	OIL STATES ENERGY SERVICES
Serial Number:	88464206	ENFORM
Serial Number:	88464202	FORMCONNECT
Serial Number:	88269434	COMPLETEIT
Serial Number:	88217510	PERFIT
Serial Number:	88279083	SMARTPERF

Property Type	Number	Word Mark
Serial Number:	88303543	DUCON
Serial Number:	88293687	UPSTAGE
Serial Number:	88303547	SMARTSTACK
Serial Number:	88367253	COMPLETIONS TOOLBOX
Serial Number:	88369174	PERFORATING TOOLBOX
Serial Number:	88419230	PHASELIFT
Serial Number:	88419222	ONE SYSTEM, ALL PHASES
Serial Number:	88455469	IFRAC
Serial Number:	88702542	VAPORGUN
Serial Number:	88702544	VIPR
Serial Number:	88713326	EPIC
Serial Number:	88766124	REFRAX
Serial Number:	88841646	SAFEVENT

CORRESPONDENCE DATA

Fax Number:

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: 678-553-2204

Email: thompsonmich@gtlaw.com

Correspondent Name: Michelle Thompson
Address Line 1: 3333 Piedmont Road NE
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Michelle Thompson	
SIGNATURE:	/Michelle Thompson/
DATE SIGNED:	03/19/2021

Total Attachments: 6

source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page1.tif source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page2.tif source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page3.tif source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page4.tif source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page5.tif source=OIS TRADEMARK SECURITY AGREEMENT (Executed 2021.02.10)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 10th day of February, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("<u>Wells Fargo</u>"), in its capacity as administrative agent for each member of the Lender Group (as defined in the Credit Agreement (as defined below)) and the Bank Product Providers (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among OIL STATES INTERNATIONAL, INC., a Delaware corporation ("OIS"), as a Borrower (as defined therein), the other Borrowers from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

- **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

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the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>; and
- (b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 6. <u>CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

OIL STATES INTERNATIONAL, INC.

Name: Lloyd A Haidik

Title: Executive Vice President, Chief Financial Officer and Treasurer

TEMPRESS TECHNOLOGIES, INC.

Name: Ilbyd A. Hajdik

Title: Vice President and Treasurer

OIL STATES INDUSTRIES, INC.

Name: Lloyd A. Hajdik

Title: Wee President and Treasurer

GEODYNAMICS, INC.

Name: Lloyd A/Hajdik

Title: Vice President and Assistant

Treasurer

[OIS—TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:	WELLS FARGO BANK, NATIONAL
	ASSOCIATION, a national banking

association, as Agent

Name: Heath Israel

Title: Authorized Signatory

$\begin{array}{c} \text{SCHEDULE I} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

Trademark Registrations/Applications

Registrations:

Owner	Registration Number	Trademark
Tempress Technologies, Inc.	4224597	HYDROPULL
2	4279195	JETROTOR
	4279196	MGS
	4531811	TEMPRESS
	4531810	TEMPRESS
	4670902	HYDROPULL
Oil States Industries, Inc.	1314320	BALL FLANGE
	4760574	COOLFORCE
	1780035	ELASTA-FLEX
	4167173	ELASTA-FLEX
	2472750	FLEXJOINT
	5895659	FLEXJOINT
	5895518	FLEXJOINT
	1218622	NAUTILUS
	1233303	NAUTILUS
	5102842	PIPER
	5102843	PIPER
	1238017	REGAL
	517046	SKAGIT
	1943569	SKAGIT
	1711199	SMATCO
GeoDynamics, Inc.	3,454,846	CONNEX
	3,642,877	RAZOR (Stylized)
	3,646,298	GEODYNAMICS
	3,432,761	GEODYNAMICS
	4,091,543	IPERF
	4.500.020	TECHNIK SOLUTIONS and
	4,560,930	Design
	4,446,404	RAZOR
	5,055,330	SmartStart PLUS
	4,994,460	Sniper
	4,999,561	FracPlane
	4,999,562	GSwitch
	4,935,229	FracDock
	5,031,177	FracDock
	4,999,642	QuickStart
	4,999,643	QuickStart PLUS
	5,047,964	Legacy Oil Tools
	5,052,763	Legacy Oil Tools (Design)
	5,206,153	GEOBall
	5,459,406	FracTrap
	5,684,022	EVOLV

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	6,053,885	S1
	5,817,807	FracIQ
	5,811,912	SandIQ
	6,059,754	HELLfire
	6,004,089	StratX
	6,033,116	GTEC Logo
Oil States International, Inc.	2,529,384	Oil States
	2,529,386	Oil States
	4,654,952	Oil States Energy Services

Applications:

Owner	Registration Number	Trademark
Oil States Industries, Inc.	88464206	ENFORM
	88464202	FORMCONNECT
GeoDynamics, Inc.	88/269,434	CompleteIT
	88/217,510	PerfIT
	88/279,083	SmartPerf
	88/303,543	DUCON
	88/293,687	UpStage
	88/303,547	SmartStack
	88/367,253	Completions Toolbox
	88/369,174	Perforating Toolbox
	88/419,230	PhaseLift
	88/419,222	One System, all Phases
	88/455,469	iFrac
	88/702,542	VaporGun
	88/702,544	VIPR
	88/713,326	EPIC
	88/766,124	RefraX
	88/841,646	SafeVent

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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RECORDED: 02/16/2021