OP \$590.00 88179422

ETAS ID: TM691289

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forum Energy Technologies, Inc.		11/05/2021	Corporation: DELAWARE
Forum US, Inc.		11/05/2021	Corporation: DELAWARE
Forum Canada ULC		11/05/2021	Corporation: CANADA
Global Tubing, LLC		11/05/2021	Corporation: DELAWARE
ZY-Tech Global Industries, Inc		11/05/2021	Corporation: DELAWARE
Global Flow Technologies, Inc.		11/05/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	14241 Dallas Parkway, 13th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	88179422	AMPIX
Serial Number:	90080363	BANDED BORE
Serial Number:	90518762	CLEANBORE
Serial Number:	87726564	ENVIRO-LITE E-LINE
Serial Number:	90472154	FET
Serial Number:	90472227	FET
Serial Number:	90469588	FET
Serial Number:	90470048	FET
Serial Number:	88726266	FORUM GASGUARD
Serial Number:	87755538	FORUM ID
Serial Number:	88798545	FORUMIX
Serial Number:	88775686	FORUMLOK
Serial Number:	86325350	GLOBAL TUBING
Serial Number:	88399816	MUDMAX
	•	TRADEMARK

900659365 REEL: 007510 FRAME: 0840

Property Type	Number	Word Mark
Serial Number:	90543807	OSPREY
Serial Number:	90644902	OSPREY
Serial Number:	88547258	ROCKIT
Serial Number:	90882093	SMART BUSINESS MANAGEMENT MADE SIMPLE
Serial Number:	90879890	SOAR
Serial Number:	90882089	SOFTWARE OPTIMIZATION AMPLIFIED RESOURCE
Serial Number:	88775695	SPD
Serial Number:	88380944	SUBZERO
Serial Number:	87899960	XLE SPIRIT

CORRESPONDENCE DATA

Fax Number: 8004043970

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: 713-223-2300

Email: docketing@bracewell.com **Correspondent Name:** Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	0088599.000049
NAME OF SUBMITTER:	Constance Gall Rhebergen
SIGNATURE:	/Constance Gall Rhebergen/
DATE SIGNED:	11/30/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 5th day of November, 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, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of October 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Forum Energy Technologies, Inc., a Delaware corporation ("Parent") and those additional entities that become parties to the Credit Agreement as US Borrowers in accordance with the terms thereof (each, a "US Borrower" and collectively, the "US Borrowers"), Forum Canada ULC, an Alberta unlimited liability corporation ("Forum Canada") and those additional entities that become parties to the Credit Agreement as Canadian Borrowers in accordance with the terms thereof (each a "Canadian Borrower" and collectively, the "Canadian Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent and certain others party thereto, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to US 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 the Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of October 30, 2017 (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 Secured Parties, 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 <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") 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 "Trademark Collateral"):

DM-#8150207

- (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>;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 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 Secured Parties, 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.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. 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.

7. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 26</u> OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

FORUM US, INC.

Name: John McElroy Title: President

FORUM CANADA ULC

Name: John McElroy Title: President

GLOBAL TUBING, LLC

Name: John McElroy Title: President

FORUM ENERGY TECHNOLOGIES, INC.

Name: D. Lyle Williams

Title: Executive Vice President and Chief

Financial Officer

ZY-TECH GLOBAL INDUSTRIES, INC.

Name: Steven Pounds Title: President

GLOBAL FLOW TECHNOLOGIES, INC.

Name: Steven Pounds Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

Name: Seth Setterberg

Title: : Relationship Manager

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

14.	13.	12.	11.	10.	9.	8.	7.	6.	5.	4.	3.	2.	1.	#
Forum US, Inc.	Global Tubing, LLC	Forum US, Inc.	Forum Canada ULC	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Current Owner							
MUDMAX	GLOBAL TUBING	FORUMLOK	FORUMIX	FORUM ID	FORUM GASGUARD	FET & Design	FET & Design	FET	FET	ENVIRO-LITE E-LINE	CLEANBORE	BANDED BORE	AMPIX	Mark
REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	PENDING	PENDING	PENDING	PENDING	REGISTERED	PENDING	REGISTERED	REGISTERED	Status
88399816	86325350	88775686	88798545	87755538	88726266	90470048	90469588	90472227	90472154	87726564	90518762	90080363	88179422	App. No.
4/24/2019	7/1/2014	1/28/2020	2/14/2020	1/15/2018	12/13/2019	1/15/2021	1/15/2021	1/18/2021	1/18/2021	12/19/2017	2/8/2021	7/29/2020	11/2/2018	App. Date
6397148	4688277	6096504	6119018	5530262	6449620					5529260		6251462	5823438	Reg. No.
6/22/2021	2/17/2015	7/7/2020	8/4/2020	7/31/2018	8/10/2021					7/31/2018		1/19/2021	7/30/2019	Reg. Date

23.	22.	21.	20.	19.	18.	17.	16.	15.	I#
Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Current Owner
XLE SPIRIT	SUBZERO	SPD	SOFTWARE OPTIMIZATION AMPLIFIED RESOURCES	SOAR	SMART BUSINESS MANAGEMENT MADE SIMPLE	ROCKIT	OSPREY & Design	OSPREY	<u>Mark</u>
REGISTERED	PENDING	PENDING	PENDING	PENDING	PENDING	REGISTERED	PENDING	PENDING	Status
87899960	88380944	88775695	90882089	90879890	90882093	88547258	90644902	90543807	App. No.
4/30/2018	4/11/2019	1/28/2020	8/13/2021	8/12/2021	8/13/2021	7/29/2019	4/14/2021	2/24/2021	App. Date
5646969						6045858			Reg. No.
1/8/2019						5/5/2020			Reg. Date

26.	25.	24.	#		23.	22.	21.	20.	19.	18.	17.	16.	
Louisiana	Louisiana	Louisiana	State		Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	- 0.000. O D)
Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Current Owner		XLI	SUI	SPD	SOI AM	SOAR	SIN SIN	RO	OSI	(
WOOD FLOWLINE PRODUCTS	FORUM VALVE SOLUTIONS	FORUM PRODUCTION EQUIPMENT	Mark	State	XLE SPIRIT	SUBZERO	0	SOFTWARE OPTIMIZATION AMPLIFIED RESOURCES	AR	SMART BUSINESS MANAGEMENT MADE SIMPLE	ROCKIT	OSPREY & Design	i i
		REC		State Trademarks	REGISTERED	PENDING	PENDING	PENDING	PENDING	PENDING	REGISTERED	PENDING	
REGISTERED	REGISTERED	REGISTERED	Status	S									
ŒD	\ED	ŒD			87899960	88380944	88775695	90882089	90879890	90882093	88547258	90644902	
			<u>Αρρ. Νο.</u> <u>Α</u> μ		4/30/2018	4/11/2019	1/28/2020	8/13/2021	8/12/2021	8/13/2021	7/29/2019	4/14/2021	
635210	635209	635207	App. Date F		5646969						6045858		
10	09	.07	Reg. No.		1/8/2019						5/5/2020		
2/27/2012	2/27/2012	2/27/2012	Reg. Date										

Canadian Trademarks

30.	29.	28.	27.	1#
30. Forum US, Inc.	29. Forum US, Inc.	28. Forum US, Inc.	Forum US, Inc.	Current Owner
SPD	ICBM	FORUMLOK	AMPIX	Mark
PENDING	REGISTERED	PENDING	PENDING	Status
2046960	1802179	2046964	1960570	App. No.
7/15/2020	9/27/2016	7/15/2020	5/2/2019	App. Date
	TMA1052871 9/5/2019			Reg. No.
	9/5/2019			Reg. Date

Other Trademarks

42.	41.	40.	39.	38.	37.	36.	35.	34.	33.	32.	31.	1#
Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Zy-Tech Global Industries, Inc.	Zy-Tech Global Industries, Inc.	Forum US, Inc.	Forum Energy Technologies, Inc.	Forum Energy Technologies, Inc.	Forum Energy Technologies, Inc.	Forum Energy Technologies, Inc.	Current Owner
SPD	SPD	PBV	P.B.V. & Design	FORUMLOK	FAIRBANKS	F & Design	ABZ VALVE & Design	P.B.V. & Design	P.B.V. & Design	P.B.V.	P.B.V.	Mark
China	China	China	China	China (Intl)	China	China	Brazil	Argentina	Argentina	Argentina	Argentina	Country
PENDING	PENDING	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	GRANTED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	Status
53195705	53172214	1681622	1689507	1546254	1669542	1669543	907863680	3263798	3263797	3263798	3263796	App. No.
1/21/2021	1/21/2021	11/13/2000	11/13/2000	7/15/2020	9/14/2000	9/14/2000	6/20/2014	7/15/2013	7/15/2013	7/15/2013	7/15/2013	App. Date
		1681622	1689507	1546254	1669542	1669543	907863680	2633968	2634152	2633968	2634150	Reg. No.
		12/14/2001	12/28/2001	7/15/2020	11/21/2001	11/21/2001	1/10/2017	3/5/2014	3/5/2014	3/5/2014	3/5/2014	Reg. Date

I#	Current Owner	Mark	Country	Status	<u>App. No.</u>	App. Date	Reg. No.	Reg. Date
43.	Forum US, Inc.	SPD	China (Intl)	PENDING	1546395	7/15/2020		
44.	Forum US, Inc.	VMAX	China	PENDING	1216579	5/30/2014		
45.	Forum US. Inc.	XLE SPIRIT	China (Intl)	REGISTERED	1435883	10/11/2018	1435883	10/11/2018
46.	Forum US, Inc.	PIPE WRANGLERS	Colombia	REGISTERED	14264142	7/23/2014	519396	5/28/2015
47.	Forum US, Inc.	THE PERFORMANCE REVOLUTION	European Union (Intl)	REGISTERED	1354030	5/1/2017	1354030	5/1/2017
48.	Forum US, Inc.	FORUMLOK	Germany (Intl)	REGISTERED	1546254	7/15/2020	1546254	7/15/2020
49.	Forum US, Inc.	SPD	Germany (Intl)	REGISTERED	1546395	7/15/2020	1546395	7/15/2020
50.	Global Flow Technologies, Inc.	Design Only	India	REGISTERED	1696853	6/9/2008	1696853	8002/6/9
51.	Forum US, Inc.	EDGE	India (Intl)	REGISTERED	2772655 1207589	5/13/2014	1207589	5/13/2014
52.	Zy-Tech Global Industries, Inc.	DSI	Italy	REGISTERED	3620200001714 09	10/9/2020	3620200001714 09	1/7/2021
53.	Forum US, Inc.	FORUMLOK	Italy (Intl)	REGISTERED	1546254	7/15/2020	1546254	7/15/2020
54.	Forum US, Inc.	SPD	Italy (Intl)	REGISTERED	1546395	7/15/2020	1546395	7/15/2020
55.	Zy-Tech Global Industries, Inc.	DSI & Design	Mexico	REGISTERED	2503131	2/23/2021	2236307	4/26/2021
56.	Zy-Tech Global Industries, Inc.	DSI & Design	Mexico	REGISTERED	2503135	2/23/2021	2236311	4/26/2021
57.	Forum US, Inc.	SYNTECH	Norway (Intl)	REGISTERED	201501450	10/9/2014	1234134	10/9/2014
58.	Forum US. Inc.	XLE SPIRIT	Norway (Intl)	REGISTERED	1435883	10/11/2018	1435883	10/11/2018
59.	Global Flow Technologies, Inc.	GLOBAL FLOW TECHNOLOGIES	Peru	PENDING	356669	6/10/2008		

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74.	73.	72.	71.	70.	69.	68.	67.	66.	65.	64.	63.	62.	61.	60.	1#
Forum US. Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Forum US, Inc.	Zy-Tech Global Industries, Inc.	Zy-Tech Global Industries, Inc.	Zy-Tech Global Industries, Inc.	Zy-Tech Global Industries, Inc.	Forum US, Inc.	Forum US, Inc.	Current Owner
XLE SPIRIT	THE PERFORMANCE REVOLUTION	SPD	PBV	P.B.V. & Design	MUD HOG	FRACMAX	FORUMLOK	EDGE	DSI & Design	DSI & Design	DSI	DSI & Design	SYNTECH	HOWE-BAKER	Mark
United Kingdom (Intl)	United Kingdom	United Kingdom (Intl)	United Kingdom	United Kingdom	United Kingdom	United Kingdom	United Kingdom (Intl)	United Kingdom	United Kingdom	United Kingdom	United Kingdom	Taiwan	Singapore (Intl)	Saudi Arabia	Country
REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	REGISTERED	PENDING	Status
1435883	UK0080135403	1546395	UK0090170722	UK0090170725	UK0091368572	UK0080124084 1	1546254	UK0080120758	UK0090183047 0	UK0090170718 1	UK0090170719	70002619	1234134	165615	App. No.
10/11/2018	5/1/2017	7/15/2020	6/14/2000	6/14/2000	1/27/2015	11/12/2014	7/15/2020	5/13/2014	8/29/2000	6/14/2000	6/14/2000	3/1/1985	10/9/2014	11/21/2018	App. Date
1435883	UK0080135403	1546395	UK0090170722	UK0090170725 6	UK0091368572 2	UK0080124084 1	1546254	UK0080120758 9	UK0090183047 0	UK0090170718 1	UK0090170719	157066	1234134		Keg. No.
10/11/2018	12/11/2017	7/15/2020	5/5/2006	5/5/2006	5/11/2015	2/9/2016	7/15/2020	5/5/2015	9/24/2001	8/9/2001	12/3/2001	3/31/1991	10/9/2014		Reg. Date

RECORDED: 11/30/2021

						
77.		76.			75.	##
Forum US. Inc.		Forum U.S. Inc.			Forum US, Inc.	Current Owner
XLE SPIRIT	1	SPD			FORUMLOK	Mark
Int'l (CH, NO, UK)	CH, DE, IT, UK)	Int'l (CA	IT, UK)	CH, DE,	Int'l (CA,	Country
REGISTERED		REGISTERED			REGISTERED	Status
1435883		1546395			1546254	App. No.
10/11/2018 1435883		7/15/2020 1546395			7/15/2020	App. Date
1435883		1546395			1546254	Reg. No.
10/11/2018		7/15/2020			7/15/2020	Reg. Date