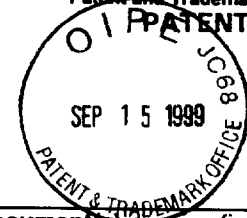


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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Month Day Year

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Enter for the first Receiving Party only.

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**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5500194"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  PCT  PCT

only if a U.S. Application Number has not been assigned. PCT  PCT  PCT

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account


Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

George M. Borababy 

Name of Person Signing Signature Date

**PATENT SECURITY AGREEMENT**

WHEREAS, PETROCON TECHNOLOGIES, INC., a Texas corporation ("Grantor"), owns the patents, patent registrations, and patent applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Triangle Engineers and Constructors, Inc., Petrocon Systems, Inc., Petrocon Engineering of Louisiana, Inc., R.P.M. Engineering, Inc., Petrocon Construction Resources, Inc., Petrocon Engineering, Inc., and Alliance Engineering Associates, Inc. (collectively, "Borrowers"), have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, modified and in effect from time to time, the "Loan Agreement") with Fleet Capital Corporation, a Rhode Island corporation, as Agent (in such capacity, "Agent"), for itself and the other financial institution(s) from time to time a party thereto (collectively, together with their respective successors and assigns, the "Lenders"), providing for extensions of credit to be made by Lenders to Borrowers; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents and patent applications, together with the goodwill of the business symbolized by Grantor's patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement, including, without limitation, the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent or patent registration including, without limitation, the patents

and patent registrations referred to in Schedule 1 annexed hereto, the patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents licensed under any patent license, or (b) injury to the goodwill associated with any patent, patent registration or patent licensed under any patent license.

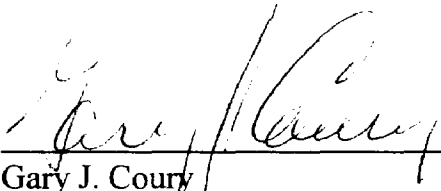
This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and/or Lenders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor, through its duly authorized officer, has caused this Patent Security Agreement to be executed as of the 15 day of June, 1999.

**GRANTOR:**


PETROCON TECHNOLOGIES, INC.

By:   
Name: Gary J. Coury  
Title: Vice President

Acknowledged, agreed and accepted as  
of the date hereof:

**AGENT:**

FLEET CAPITAL CORPORATION, as Agent

By:   
Name: Michael Noel  
Title: Senior Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS

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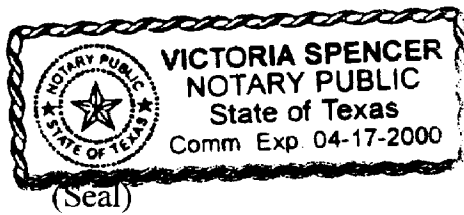
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SS.

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COUNTY OF DALLAS

On the 15 day of June, 1999 before me personally appeared Gary J. Coury, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice President of Petrocon Technologies, Inc., a Texas corporation, who being by me duly sworn, did depose and say that he is Vice President of Petrocon Technologies, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Victoria Spencer  
Notary Public

My commission expires:

4-17-2000