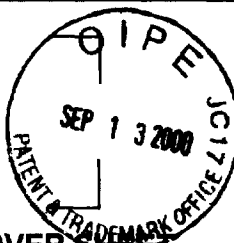


09-26-2000



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET

PATENTS ONLY

9-13-00

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

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID#
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☒ **Security Agreement**
- ☐ **License** ☐ **Change of Name**
- ☐ **Merger** ☐ **Other**
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- ☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Braden Manufacturing, L.L.C.

Name (line 2) a Delaware Limited Liability Company

Execution Date
Month Day Year
08012000

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Bankers Trust Company

Name (line 2) as Administrative Agent

Address (line 1) 130 Liberty Street

Address (line 2)

Address (line 3) New York New York 10006
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

09/26/2000 DNGUYEN 00000174 08783279

01 FC:581 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011089 FRAME: 0358

Correspondent Name and Address

Area Code and Telephone Number **(202) 263-3339**

Name **Regina J. O'Flaherty**

Address (line 1) **Mayer, Brown & Platt**

Address (line 2) **1909 K Street, NW**

Address (line 3) **Washington, DC 20006-1101**

Address (line 4)

Pages

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

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Number(s)

08783279

5669812

Patent Number(s)

5957768

5715672

6056084

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

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

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **200.00**

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.

Aaron W. Menzi

Name of Person Signing

Signature

September 12, 2000

Date

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2000, is made between BRADEN MANUFACTURING, L.L.C., a Delaware limited liability company (the "Grantor"), and BANKERS TRUST COMPANY, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 1, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Global Energy Equipment Group, L.L.C., a Delaware limited liability company (the "Borrower"), GEEG Holdings, L.L.C., a Delaware limited liability company, the various financial institutions and other Persons (as defined in the Credit Agreement) from time to time parties thereto (the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, the Lead Arranger and Sole Book Runner, and Bankers Trust Company, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor, a Subsidiary of the Borrower, has executed and delivered the Subsidiary Security and Pledge Agreement, dated as of August 1, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations (as defined in the Security and Pledge Agreement);

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, for its benefit and the ratable benefit of each of the Secured Parties, and does hereby grant to the Administrative Agent, for its benefit and the ratable benefit of each of the Secured Parties, a continuing security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule I attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security and Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the

Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in any Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRADEN MANUFACTURING, L.L.C., a
Delaware limited liability company

By James P. Wilson

Name:

Title:

BANKERS TRUST COMPANY,
as Administrative Agent

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRADEN MANUFACTURING, L.L.C., a
Delaware limited liability company

By _____
Name:
Title:

BANKERS TRUST COMPANY,
as Administrative Agent

By M. A. Orlando
Name: M. A. ORLANDO
Title: PRINCIPAL

SCHEDULE I
to Patent Security Agreement
(Braden Manufacturing, L.L.C.)

Item A. Patents

Issued Patents

<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>PATENT TITLE</u>
US	5669812	09-23-97	Exhaust Gas Diffuser Interface
US	5957768	09-28-99	Exhaust Gas Interface
US	5715672	02-10-98	Exhaust Silencer Panel for Gas Turbine
US	6056084	05-02-00	Exhaust Silencer Panel for Gas Turbine

Pending Patent Applications

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT TITLE</u>
US	08/783279	01-15-97	Exhaust Silencer Panel for Gas Turbine

Patent Applications in Preparation

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>EXPECTED FILING DATE</u>	<u>PATENT TITLE</u>
None			

Item B. Patent Licenses

None.