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U.S. Department of Commerce  
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**PATENT**

**ATION FORM COVER SHEET  
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9-13-00

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**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 Execution Date  
Month Day Year

Name (line 1)

08 01 2000

Name (line 2)

**Second Party**

Execution Date  
Month Day Year

Name (line 1)

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**Receiving Party**

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☐ 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)

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Address (line 4)

09/26/2000 DNGUYEN 00000175 5989302

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320.00 DP

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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: 011097 FRAME: 0307**

**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.

# **7**

**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)**


**Patent Number(s)**

<b>5989302</b>	<b>4421067</b>	<b>5219150</b>
<b>5765510</b>	<b>5131459</b>	<b>4414923</b>
<b>1199022</b>	<b>1189752</b>	

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.

# **8**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **320.00**

Method of Payment:  
**Deposit Account**

Enclosed ☒ 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 DELTAK, 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.

DELTAK, L.L.C., a Delaware limited  
liability company

By   
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.

DELTAK, 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  
(Deltak, L.L.C.)

Item A. Patents

Issued Patents

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>FILE DATE</u>	<u>PATENT TITLE</u>
US	5,989,302	02-13-96	Steam Separator including an Interior Baffle with Openings Defining Steam Ports and a Water Flow Surface
US	4,421,067	09-07-82	Apparatus and Method for Soot Cleaning in High Pressured Heat Exchangers
US	5,219,150	10-08-91	Fluid Jack for a Heat Exchanger
US	5,765,510	04-26-96	Retractable, Sealed Soot Blower for High Pressure, High Temperature Assemblies
US	5,131,459	10-08-91	Heat Exchanger with Moveable Tube Assemblies
US	4,414,923	03-01-82	Heat/Recovery Boiler for High Pressure Gas
Canada	1,199,022		Apparatus and Method for Soot Cleaning in High Pressured Heat Exchangers
Canada	1,189,752	02-28-83	Heat/Recovery Boiler for High Pressure Gas

Pending Patent Applications

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT TITLE</u>
Belgium	9230905/85	10-02-92	Heat Exchanger with Moveable Tube Assemblies
Europe	9230905/85	10-02-92	Heat Exchanger with Moveable Tube Assemblies
France	9230905/85	10-02-92	Heat Exchanger with Moveable Tube Assemblies
Italy	9230905/85	10-02-92	Heat Exchanger with Moveable Tube Assemblies
UK	9230905/85	10-02-92	Heat Exchanger with Moveable Tube Assemblies



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.