

11-09-2000

MRD 1G-27-00

OMB No. 0651-0011 (exp. 4/94)



101512148

ents or copy thereof DKT. 0225 ASG

1. Name of conveying party(ies):

Production Control Services, Inc.

7

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 2, 2000

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: _____

Street Address: 601 Second Avenue SouthCity: Minneapolis State: Minnesota ZIP: 55402-4302Additional name(s) & address(es) attached ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s): 09/290,040 and 08/949,506B. Patent No.(s): 5,984,013; 5,868,554 and 6,032,919Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devan V. PadmanabhanInternal Address: Dorsey & Whitney LLPStreet Address: 220 South Sixth StreetCity: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and patents involved: _____

5

7. Total fee (37 CFR 3.41): _____ \$ 200.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1420

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Devan V. Padmanabhan

Name of person Signing

Devan V. Padmanabhan
Signature

Reg. No. 38,262

Oct 26, 2000
Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 011213 FRAME: 0055

COLLATERAL ASSIGNMENT (PATENTS)

(Borrower)

THIS COLLATERAL ASSIGNMENT (PATENTS) (the "Assignment"), dated as of October 2, 2000, is made and given by PRODUCTION CONTROL SERVICES, INC., a Colorado corporation and successor by merger to Production Control Acquisition Company ("PCA") (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, and together with any successor in such capacity, the "Assignee") for the Banks party to the Credit Agreement described below.

RECITALS

A. PCA, the Assignee, as Agent and as a Bank, and certain other Banks (the "Banks") have entered into a Credit Agreement dated as of October 2, 2000 (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. On the Closing Date, PCA will merge with and into the Assignor, with the Assignor being the surviving entity (the "Merger").

C. To secure all the liabilities and obligations of the Assignor to the Assignee and the Banks arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (the "Security Agreement") by and between Assignor and Assignee which property includes general intangibles, including, without limitation, patents, inventions, trademarks, trade names, copyrights and trade secrets.

D. The Assignor owns the patents set forth in Exhibit A attached hereto, and the patents so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.

E. It is a condition precedent to the obligation of the Banks to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

F. The Assignor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Banks to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. Subject to any limitations set forth below, the Assignor does hereby assign all of its right, title and interest in and to all of the present United States patents and the registrations and applications therefor owned by the Assignor together with inventions disclosed therein (the "Patents"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, said Patents to be held and enjoyed by the Assignee, for its own use and for use on behalf of the Banks, and for their legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of a Default or an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such a Default or an Event of Default, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Patents pursuant to the Assignment of Patents attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignments of Patents at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, the Patents listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) each of the Patents material to the conduct of Assignor's business listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that any of the Patents or use of the inventions described therein does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Patents;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in compliance with statutory notice requirements relating to the Patents;

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents listed on Exhibit A, free and clear of any

liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons other than liens permitted under the Credit Agreement;

(g) the Patents listed on Exhibit A are all of the registered United States Patents and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Patents or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such senior officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. Except as permitted by the Credit Agreement, the Assignor agrees that, until the rights of the Assignee in the Patents are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new patent, or become entitled to the benefit of any patent application, registration or any renewal or extension of any patent registration, such shall be included in the definition of "Patents" (except for purposes of Section 2 hereof) as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future patent.

5. Except as permitted by the Credit Agreement, the Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Patents, except for the licenses listed on Exhibit C attached hereto.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement, the Guaranty and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be reasonably necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Patents, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Documents, as defined therein.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Patent application as of the date of this Assignment or thereafter until the Credit Agreement, the Guaranty and the Loan Documents shall have been terminated in accordance with their terms, and (ii) to preserve and maintain all rights in all Patents which a prudent person would reasonably preserve and maintain. Any expenses incurred in

connection with applications that constitute Patents shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Patent without the written consent of the Assignee.

8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Patents and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Patents granted by the Assignor to the Assignee pursuant to the Security Agreement. Nothing in this Assignment shall be construed to limit such security interest in the Patents.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Patents, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Patents shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND

INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has executed this instrument.

PRODUCTION CONTROL SERVICES, INC.

By Karen Payanillo
Its Vice President

1762 Denver Avenue
Ft. Lupton, Colorado 80621
Fax: (303) 857-4299
Attention: President

With a copy to:

The Riverside Company
Rockefeller Center
630 Fifth Avenue, Suite 1530
New York, New York 10011
Attention: Bela Schwartz
Fax: (212) 265-6478

Signature Page to Collateral Assignment (Patents)

EXHIBIT A TO
COLLATERAL ASSIGNMENT OF PATENTS

PATENTS

<u>Title</u>	<u>Patent No./App. No.</u>	<u>Issue Date/Filing Date</u>
Plunger Arrival Target Time Adjustment Method Using Both A and B Value Open Times	5,984,013	November 16, 1999
Flexible Plunger Apparatus for Free Movement in Gas-Producing Wells	5,868,554	February 9, 1999
Gas Flow Proportioning and Controlling Valve System	6,032,919	March 7, 2000
Casing Differential Pressure Based Control Method	Serial No. 09/290,040	A Notice of Allowance has been issued by the Patent and Trademark Office; application filing date April 10, 1998
Application for Wireless Arrival Sensor	Serial No. 08/949,506	Pending Application; application filing date September 10, 1997
Provisional Patent on Polyurethane Spring		Filed on September 9, 2000
Provisional Patent on Pad Plunger Assembly with Interfitting Keys and Key Ways on Mandrel and Pads		Filed on September 27, 2000

ASSIGNMENT OF PATENTS

WHEREAS, Production Control Services, Inc., a Colorado corporation and successor by merger to Production Control Acquisition Company (hereinafter "Assignor"), is the owner by assignment of the entire right, title and interest in and to certain United States Letters Patent, together with the invention(s) disclosed therein.

WHEREAS, _____ (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the aforesaid Letters Patent, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Letters Patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged.

1. Said Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Letters Patent of the United States together with the invention(s) disclosed therein, including each and every Letters Patent which is granted on any application which is a division, substitution or continuation of said Letters Patent, and in and to each and every reissue or extension of said Letters Patent.

2. Said Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Letters Patent herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

4. Said Assignor hereby irrevocably authorizes U.S. Bank National Association or any successor agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, said _____, has executed and
delivered this instrument this _____ day of _____, _____.

PRODUCTION CONTROL SERVICES, INC.

By _____
Its _____

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