

08-05-2002

Form PTO-1595
(Rev. 03/01)U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Harding ESE, Inc.

8-5-02

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address: _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Street Address: 1200 Smith Street

Suite 3100

City: Houston State: TX Zip: 77002

Execution Date: 02-15-02

Additional 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) _____

B. Patent No.(s) 5,282,695;

5,228,803; 5,052,858; 5,514,286

Additional numbers attached? ☐ Yes ☒ No

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

Name: George M. Borababy, Esq.

Internal Address: _____

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

500-709

08/05/2002 TDI A21-00000092-5282695

01 FC/58

160.00

Street Address: Patton Boggs LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

Name of Person Signing

Signature

7/10/02

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013128 FRAME: 0602

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 15, 2002, among Harding ESE, Inc. (the "*Company*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BNP Paribas ("*BNP*"), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "*Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 15, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Company, MACTEC, Inc., Law Companies Group, Inc., the Guarantors party thereto, the Lenders party thereto, the Issuing Banks party thereto and BNP Paribas, as agent for the Lenders and Issuing Banks, the Lenders and Issuing Banks have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Company are party to the Guaranty pursuant to which they have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Banks and BNP Paribas as agent under the Credit Agreement to enter into the Credit Agreement and to induce the Lenders and Issuing Banks to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Notwithstanding the foregoing, the Patent Collateral shall not include any such Patent License to the extent the granting of a security interest in such Patent License by Grantor to Agent is specifically prohibited by applicable law or by the terms and provisions of such Patent License (other than to the extent that such prohibition or the term or provision providing for such prohibition is rendered ineffective pursuant to the Uniform Commercial Code (as defined in the Credit Agreement) or other applicable law, including the Bankruptcy Code); provided, however, that immediately upon the ineffectiveness, lapse or termination of any such prohibition or the term or provision providing for such prohibition, the Patent Collateral shall include, and Grantor shall be deemed to have granted Agent a security interest in such Patent License as if such prohibition or term or provision providing for such prohibition had never been in effect.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

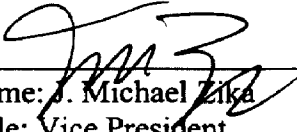
SECTION 4. **Amendment and Restatement**. The lien on and security interest in the Patent Collateral granted hereunder by Grantors are in renewal, extension and modification of the liens and security interests previously granted by any Grantor pursuant to any patent security agreement in connection with the Original Agreement, Restated Agreement or Second Restated Agreement. Such prior liens and security interests are not impaired, released or extinguished hereby; such prior liens and security interests are hereby affirmed, confirmed, ratified and carried forward; and the ranking, perfection and priority of such prior liens and security interests shall continue in full force and effect. This Patent Security Agreement constitutes an amendment, modification and restatement, but not an extinguishment or novation of the obligations of any Grantor pursuant to each such prior patent security agreement. With respect to matters relating to the period prior to the effective date of this Patent Security Agreement, all of the provisions of each such prior patent security agreement are hereby ratified and confirmed, and shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARDING ESE, INC.

By: 
Name: J. Michael Zika
Title: Vice President

Accepted and Agreed:

BNP PARIBAS, as Agent

By: 

Christopher S. Goodwin
Managing Director

By: _____

Lee S. Buckner
Managing Director

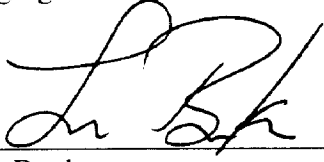
Patent Security Agreement
009131.0104:185305

PATENT
REEL: 013128 FRAME: 0606

Accepted and Agreed:

BNP PARIBAS, as Agent

By: _____
Christopher S. Goodwin
Managing Director

A handwritten signature in black ink, appearing to read 'L. Buckner', written over a horizontal line.

By: _____
Lee S. Buckner
Managing Director

Patent Security Agreement
009131.0104:185305

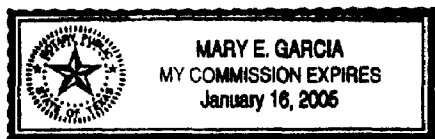
PATENT
REEL: 013128 FRAME: 0607

Acknowledgement of Grantor

STATE OF DALLAS)
) ss.
COUNTY OF TEXAS)

On this 15th day of February, 2002 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Harding ESE, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Mary E. Garcia
Notary Public



Patent Security Agreement
009131.0104:185305

PATENT
REEL: 013128 FRAME: 0608

PATENT
REEL: 013128 FRAME: 0609

**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

A. Registered Patents

PATENT NUMBER	DATE OF PATENT	PROCESS	HOLDER
5,282,695	02/01/94	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil using a Recirculating Combustible Gas	MACTEC Environmental Technologies Company, L.L.C. (To be abandoned or assigned to a Borrower or Guarantor within 30 days of Closing)
5,228,803	07/20/93	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil using a Recirculating Combustible Gas	MACTEC Environmental Technologies Company, L.L.C. (To be abandoned or assigned to a Borrower or Guarantor within 30 days of Closing)
5,052,858	10/01/91	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil	MACTEC Environmental Technologies Company, L.L.C. (To be abandoned or assigned to a Borrower or Guarantor within 30 days of Closing)
5,514,286	05/07/96	Thermal Desorption Unit	MACTEC Environmental Technologies Company, L.L.C. (To be abandoned or assigned to a Borrower or Guarantor within 30 days of Closing)

CARLi - CARLi is an application developed for the HUD/REAC Lead-based Paint Inspection and Risk Assessment project and it will ultimately be expanded to include additional lead-based-paint and risk-assessment projects. CARLi was developed with requirements and design input from Patrick Connor of Connor Environmental Services and Engineering Assessments ("CONNOR"). The Law Company Group's ownership of CARLi is subject to the Strategic Alliance agreement between Law Engineering & Environmental Services, Inc. and CONNOR, which provides that CONNOR has the right to purchase up to a 50% ownership of CARLi. CONNOR has indicated its intent to exercise its option to purchase 50% ownership of CARLi by delivering a \$50,000 check to the Company.

B. Patent Applications—None

C. Patent Licenses

Pursuant to an Agreement effective as of November 1, 1998, Stauffer Management Company (“SMC”) granted to Harding ESE, Inc. a license to use its patents and technology to remediate certain soil contaminants. Pursuant to the Agreement, Harding ESE, Inc. is required to indemnify SMC for modifications made to the licensed property.