

08-05-2002

8/5/02



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

Submission Type

New 8-5-02

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

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Mail documents to be recorded with required cover sheet(s) information to:

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

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)
<input type="text" value="See Schedule A-1 attached"/>	<input type="text" value="See Schedule A-1 attached"/>
<input type="text" value="See Schedule A-2 attached"/>	<input type="text" value="See Schedule A-2 attached"/>
<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

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.

Andrea Serdiuk

Name of Person Signing Signature Date

**SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
4,540,539	Bidirectional packerhead	12-21-82
4,861,252	Hydraulic vibrator	9-29-88
5,028,368	T-Lock	7-11-89
5,080,571	Improved BiDi/Packerhead	2-28-90
5,215,604	Heat treated segments	8-1-90
5,139,404	T-Lock equipment	4-8-91
5,364,578	Laser	11-23-92
5,433,523	Laser Vibrator	3-4-94
4,407,648	Counter rotating packerhead assembly and feed control	4-9-82
4,639,342	Concrete feed & packerhead lift control	1-27-86
4,957,424	Neptune machine-Single station counter rotating distribution	3-13-89
5,167,967	Neptune machine Single station single distributor	5-20-91
5,147,196	Neptune machine-dual station-single station distributor	11-13-89
5,236,322	Cage positioner	8-23-91
5,248,248	Neptune machine with final controls	9-11-92

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
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NONE.

**SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT**

PATENT LICENSES

NONE.

PATENT COLLATERAL AGREEMENT

This 25th day of July, 2002, International Pipe Machinery Corporation, an Iowa corporation ("*Debtor*") with its principal place of business and mailing address at 111 S. Georgia Street, Sioux City, IA 51103, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of the Debtor, and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

INTERNATIONAL PIPE MACHINERY
CORPORATION

By James E. Arbuckle
Name James E. Arbuckle
Title Assistant Treasurer/Secretary

HARRIS TRUST AND SAVINGS BANK, AS AGENT

By William J. Kane
Name William J. Kane
Title Vice President