

06-05-2003

103



102464952

Form PTO-1595
(Rev. 03/01)

RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Tab settings

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

1. Name of conveying party(ies):
Layne Christensen Company,
a Delaware Corporation

6.2.03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Attn: Peter DiBiasi

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Street Address: 401 Merritt Seven, Suite 23

City: Norwalk State: CT Zip: 06856

Execution Date: July 9, 2002

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) 09/841,542

B. Patent No.(s) 6,142,232; 5,988,284;

4,254,831; 6,120,214; 5,190,108

Additional numbers attached? ☐ Yes ☒ No

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

Name: Husch & Eppenberger, LLC

Internal Address: Attn: Lisa Robison

Street Address: 1200 Main Street

Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lisa Robison

Name of Person Signing

Lisa Robison
Signature

5/30/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

06/04/2003 6TON11 00000093 09841542

01 FC:8021

240.00 00

PATENT
REEL: 014119 FRAME: 0952

PATENT SECURITY AGREEMENT
(Domestic)

PATENT SECURITY AGREEMENT, dated as of July 9, 2002, by LAYNE CHRISTENSEN COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent, Revolving Credit Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Revolving Credit Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Borrowers shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

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

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

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

LAYNE CHRISTENSEN COMPANY, a
Delaware corporation

By: *Jerry W. Fanska*

Name: Jerry W. Fanska

Title: Vice President-Finance

STATE OF MISSOURI)

COUNTY OF JACKSON)

SS.

On this 9th day of July, 2002, before me appeared Jerry W. Fanska to me personally known, who, being by me duly sworn, did say that he ~~is~~ is the VP Finance of LAYNE CHRISTENSEN COMPANY, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

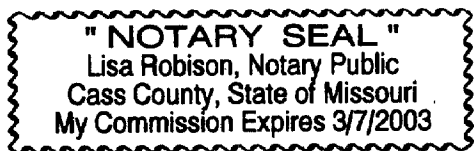
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

3/7/03

Lisa Robison
Notary Public

Lisa Robison
Type or Print Name



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: *Peter D. Biasi*

Name: Peter DiBiasi

Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Layne Christensen Company	6,142,232	11/7/00	United States of America
Layne Christensen Company	5,988,284	11/23/99	United States of America
Layne Christensen Company	4,254,831	3/10/81	United States of America
Layne Christensen Company	6,120,214	9/19/00	United States of America
Layne Christensen Company	5,190,108	3/2/93	United States of America
Layne Christensen Company	6,533,035	3/18/03	United States of America