

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Norwesco, Inc.	09/02/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Allied Capital Corporation
<b>Street Address:</b>	1919 Pennsylvania Avenue, NW
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20006
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10670045
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202-783-2700
<b>Email:</b>	pagodoa@federalresearch.com
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Ste 920
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>Total Attachments: 7</b> source=340066#page1.tif source=340066#page2.tif source=340066#page3.tif source=340066#page4.tif source=340066#page5.tif source=340066#page6.tif	

CH \$40.00 10670045



**SCHEDULE 1**

**PATENT APPLICATIONS**

Title: TANK FITTING AND METHOD OF USE

Assigned to: Norwesco, Inc.

Serial Number: 10/670,045

A Canadian patent application based on the U.S. patent application was filed on September 23, 2004.

**THE EXERCISE BY GRANTEE OF ITS RIGHTS AND REMEDIES HEREUNDER ARE SUBJECT TO THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 3 BELOW.**

**PATENT SECURITY AGREEMENT  
(UNITED STATES)  
(Second Lien)**

THIS PATENT SECURITY AGREEMENT (United States) (the "Agreement") made as of this 8th day of July, 2005 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Allied Capital Corporation, in its capacity as Agent for the Lenders party to the Credit Agreement defined below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

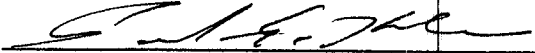
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Allied, as Agent, pursuant to this Agreement and the Security Agreement and the exercise of any right or remedy by Allied in its capacity as Agent hereunder or thereunder are subject to the provisions of the Second Lien Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NORWESCO, INC.**, a Minnesota corporation

By:   
Name: Paul F. Klaus  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**ALLIED CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_  
Name: Robert M. Monk  
Title: Managing Director

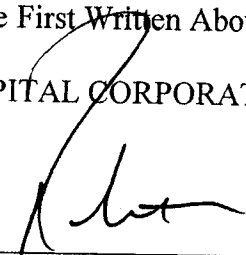
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NORWESCO, INC.**, a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

ALLIED CAPITAL CORPORATION,  
as Agent

By:  \_\_\_\_\_  
Name: Robert M. Monk  
Title: Managing Director

**SCHEDULE 1**

**PATENT APPLICATIONS**

Title: TANK FITTING AND METHOD OF USE

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