

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
CDX Gas, LLC	03/31/2006

RECEIVING PARTY DATA

Name:	Credit Suisse, as Second Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 85

Property Type	Number
Patent Number:	6280000
Patent Number:	6357523
Patent Number:	6412556
Patent Number:	6425448
Patent Number:	6439320
Patent Number:	6454000
Patent Number:	6478085
Patent Number:	6497556
Patent Number:	6561288
Patent Number:	6575235
Patent Number:	6575255
Patent Number:	6591922
Patent Number:	6595301
Patent Number:	6595302
Patent Number:	6598686

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PATENT

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REEL: 017596 FRAME: 0099

Patent Number:	6604580
Patent Number:	6604910
Patent Number:	6644422
Patent Number:	6662870
Patent Number:	6668918
Patent Number:	6679322
Patent Number:	6681855
Patent Number:	6688388
Patent Number:	6708764
Patent Number:	6722452
Patent Number:	6725922
Patent Number:	6732792
Patent Number:	6848508
Patent Number:	6851479
Patent Number:	6942030
Patent Number:	6945755
Patent Number:	6953088
Patent Number:	6962216
Patent Number:	6964298
Patent Number:	6964308
Patent Number:	6976547
Patent Number:	6976533
Patent Number:	6986388
Patent Number:	6991048
Patent Number:	6991047
Patent Number:	6988566
Patent Number:	6988548
Application Number:	11052664
Application Number:	10004316
Application Number:	10003917
Application Number:	10142817
Application Number:	10188141
Application Number:	10227057
Application Number:	10244082
Application Number:	10244083

Application Number:	10246052
Application Number:	10323192
Application Number:	10419529
Application Number:	10457103
Application Number:	10630345
Application Number:	10687362
Application Number:	10715300
Application Number:	10723322
Application Number:	10764192
Application Number:	10769221
Application Number:	10485713
Application Number:	10772841
Application Number:	10788694
Application Number:	10811118
Application Number:	10813183
Application Number:	10824087
Application Number:	10882025
Application Number:	10896838
Application Number:	11019757
Application Number:	11019694
Application Number:	11018775
Application Number:	11019748
Application Number:	11021055
Application Number:	11020374
Application Number:	11020444
Application Number:	11035537
Application Number:	11057546
Application Number:	11141335
Application Number:	11141459
Application Number:	11141458
Application Number:	60695918
Application Number:	60697638
Application Number:	11188250
Application Number:	60732215
Application Number:	11312041

PATENT

REEL: 017596 FRAME: 0101

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

357786

NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 10

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SECOND LIEN PATENT SECURITY AGREEMENT
dated as of March 31, 2006 (this "*Agreement*"), among CDX Gas, LLC (the "*Grantor*"), and Credit Suisse, as second lien administrative agent (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of March 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among CDX Funding, LLC, a Delaware limited liability company (the "*Borrower*"), CDX Acquisition Company, LLC, a Delaware limited liability company ("*Holdings*"), the Domestic Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent and (b) the Second Lien Credit Agreement dated as of March 31, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent. The Lenders have agreed to make term loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to make such loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent Collateral*");

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any similar offices in any other country), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations-in-part, and the inventions disclosed or claimed therein,

including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

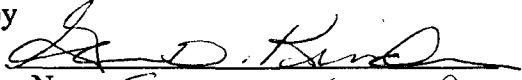
SECTION 4. Intercreditor Agreement Governs. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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IN WITNESS WHEREOF, the parties hereto have duly executed this
Second Lien Patent Security Agreement as of the day and year first above written.

CDX GAS, LLC,

by


Name: GLEN D. KINDER
Title: PRESIDENT

CREDIT SUISSE, NEW YORK BRANCH,
as Administrative Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this
Second Lien Patent Security Agreement as of the day and year first above written.

CDX GAS, LLC,

by

Name:

Title:

CREDIT SUISSE, NEW YORK BRANCH,
as Administrative Agent,

by

Name:

Title:


VANESSA GOMEZ
VICE PRESIDENT


NUPUR KUMAR
ASSOCIATE

[[NYCORP:2592426]]

US PATENTS*

<u>PATENT NO.</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE</u>
6,280,000	09/197,687	20-Nov-1998	28-Aug-2001
6,357,523	09/444,029	19-Nov-1999	19-Mar-2002
6,412,556	09/632,273	3-Aug-2000	2-Jul-2002
6,425,448	09/773,217	30-Jan-2001	30-Jul-2002
6,439,320	09/791,033	20-Feb-2001	27-Aug-2002
6,454,000	09/696,338	24-Oct-2000	24-Sep-2002
6,478,085	09/789,956	20-Feb-2001	12-Nov-2002
6,497,556	09/841,748	24-Apr-2001	24-Dec-2002
6,561,288	09/885,219	20-Jun-2001	13-May-2003
6,575,235	10/123,556	15-Apr-2002	10-Jun-2003
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6,595,301	09/932,482	17-Aug-2001	22-Jul-2003
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6,598,686	09/769,098	24-Jan-2001	29-Jul-2003
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6,662,870	09/774,996	30-Jan-2001	16-Dec-2003
6,668,918	10/165,627	7-Jun-2002	30-Dec-2003

US PATENTS (Cont.)*

<u>PATENT NO.</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE</u>
6,679,322	10/256,412	26-Sep-2002	20-Jan-2004
6,681,855	10/046,001	19-Oct-2001	27-Jan-2004
6,688,388	10/165,625	7-Jun-2002	10-Feb-2004
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6,722,452	10/079,444	19-Feb-2002	20-Apr-2004
6,725,922	10/194,367	12-Jul-2002	27-Apr-2004
6,732,792	09/788,897	20-Feb-2001	1-May-2004
6,848,508	10/749,884	31-Dec-2003	1-Feb-2005
6,851,479	10/197,121	17-Jul-2002	8-Feb-2005
6,942,030	10/777,503	11-Feb-2004	13-Sep-2005
6,945,755	10/627,551	25-Jul-2003	20-Sep-2005
6,953,088	10/328,408	23-Dec-2002	11-Oct-2005
6,962,216	10/160,425	31-May-2002	8-Nov-2005
6,964,298	10/761,629	20-Jan-2004	15-Nov-2005
6,964,308	10/267,426	8-Oct-2002	15-Nov-2005
6,976,547	10/196,042	16-Jul-2002	20-Dec-05
6,976,533	10/641,856	15-Aug-2003	20-Dec-05
6,986,388	10/406,037	2-Apr-2003	17-Jan-06
7,007,758	11/052,664	7-Feb-2005	7-Mar-2006

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<u>PATENT NO.</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE</u>
6,991,048	10/194,422	12-Jul-2002	31-Jan-2006
6,991,047	10/194,368	12-Jul-2002	31-Jan-2006
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<u>SERIAL NO.</u>	<u>FILING DATE</u>
10/004,316	30-Oct-2001
10/003,917	1-Nov-2001
10/142,817	8-May-2002
10/188,141	1-Jul-2002
10/227,057	22-Aug-2002
10/244,082	12-Sep-2002
10/244,083	12-Sep-2002
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10/323,192	18-Dec-2002
10/419,529	21-Apr-2003
10/457,103	5-Jun-2003
10/630,345	29-Jul-2003

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<u>SERIAL NO.</u>	<u>FILING DATE</u>
10/687,362	14-Oct-2003
10/715,300	17-Nov-2003
10/723,322	26-Nov-2003
10/764,192	23-Jan-2004
10/769,221	30-Jan-2004
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10/813,183	29-Mar-2004
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10/882,025	30-Jun-2004
10/896,838	22-Jul-2004
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11/019,694	21-Dec-2004
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11/019,748	21-Dec-2004
11/021,055	22-Dec-2004
11/020,374	22-Dec-2004

U.S. PATENT APPLICATIONS (Cont.)*

<u>SERIAL NO.</u>	<u>FILING DATE</u>
11/020,444	22-Dec-2004
11/035,537	14-Jan-2005
11/057,546	14-Feb-2005
11/141,335	31-May-2005
11/141,459	31-May-2005
11/141,458	31-May-2005
60/695,918	2-Jul-2005
60/697,638	8-Jul-2005
11/188,250	22-Jul-2005
60/732,215	1-Nov-2005
11/312,041	20-Dec-2005
11/312,041	20-Dec-2005