

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
BLOSSOMGRANGE LIMITED	03/08/2003

RECEIVING PARTY DATA

Name:	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE)
Street Address:	38 Albyn Place
City:	Aberdeen, Scotland
State/Country:	UNITED KINGDOM
Postal Code:	AB10 1ZS

PROPERTY NUMBERS Total: 23

Property Type	Number
Application Number:	60426174
Application Number:	10217849
Application Number:	10107665
Application Number:	10305896
Application Number:	10261518
Application Number:	10279047
Application Number:	60338664
Application Number:	09689075
Application Number:	10165870
Patent Number:	5860682
Patent Number:	5639128
Patent Number:	5730188
Patent Number:	6039083
Application Number:	10229510

PATENT

500184283

REEL: 018552 FRAME: 0103

CH \$920.00 60426174

Application Number:	10321084
Patent Number:	6161880
Patent Number:	6446672
Patent Number:	6363974
Patent Number:	6283206
Patent Number:	6386595
PCT Number:	US9921613
PCT Number:	US0131843
PCT Number:	US0239988

CORRESPONDENCE DATA

Fax Number: (713)238-7343

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

Phone: 7132204192

Email: pat-tmk@andrewskurth.com

Correspondent Name: SHAHREEN RAFIQUE/ ANDREWS KURTH LLP

Address Line 1: 600 TRAVIS, SUITE 4200

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	145008
NAME OF SUBMITTER:	SHAHREEN RAFIQUE

Total Attachments: 9
source=145008#page1.tif
source=145008#page2.tif
source=145008#page3.tif
source=145008#page4.tif
source=145008#page5.tif
source=145008#page6.tif
source=145008#page7.tif
source=145008#page8.tif
source=145008#page9.tif

GRANT OF PATENT SECURITY INTEREST

WHEREAS, BLOSSOMGRANGE LIMITED, a company organized under the laws of England and Wales ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to a senior facility agreement (the "Facility Agreement") dated as of the date hereof among Rockgrange Limited, the lenders (the "Senior Lenders") from time to time party thereto, The Governor and Company of the Bank of Scotland, as Agent, Arranger, Issuing Bank and Security Trustee, the Senior Lenders have agreed to make the Facilities (as defined therein) available to the Borrowers (defined therein), including Grantor (capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Facility Agreement);

WHEREAS, the hedging lenders ("Hedging Lenders") have made or will, after the date hereof, be making interest rate hedging facilities available to certain members of the Group (as defined in the Facility Agreement);

WHEREAS, pursuant to a separate facility agreement dated as of the date hereof among, *inter alia*, the Parent, The Governor and Company of the Bank of Scotland, as Mezzanine Agent, and the lenders (the "Mezzanine Lenders"), the Mezzanine Lenders have agreed to make certain mezzanine facilities available to Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Grantor in favor of The Governor and Company of the Bank of Scotland, as agent and trustee for each of the Secured Parties (as defined in the Security Agreement) (in such capacity as agent and trustee, "Security Trustee"), Grantor has agreed to grant in favor of Security Trustee a perfected security interest in, and Security Trustee has agreed to become a secured creditor with respect to, Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Security Trustee a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future

may be, owned by Grantor in whole or in part (including the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the security interest in the Patent Collateral 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of March, 2003.

BLOSSOMGRANGE LIMITED

By: G. Chapman
Name: GORDON CHAPMAN
Title: DIRECTOR

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patents (Pending and Issued)

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
WL-00-002	Collapsible Flexible Pipe and	USA	60/426 174	14/11/2002
WL-01-001	Flexible Pipe and Method of	USA	10/217849	12/08/2002
WL-01-002	Flexible Pipe and Method of	USA	10/107665	26/03/2002
WL-01-003	Flexible Tubular Member with Sealed Tape Layer	USA	10/305896	27/11/2002
WL-01-005	Swaged End Fitting for Tubular	USA	10/261518	01/10/2002
WL-01-008	Flexible Tubular Pipe and	USA	10/279047	23/10/2002
WL-02-014	System and method for treating	USA	60/338664	16/06/2002
WL-97-003	High Temperature End Fitting	USA	09/689075	12/10/2000
WL-99-005	Flexible Pipe and Method of Manufacture	USA	10/165870	10/06/2002
BT-1301	Stress Isolated Seal	USA	5860682	19/01/1999
BT-1301	Flexible Flowline End Fitting	USA	5639128	17/06/1997
BT-1339	Flexible Conduit	USA	5730188	24/03/1998
WL-97-004	Vented Layered-Wall Deepwater Conduit	USA	6039083	21/03/2000
WL-99-005A	Flexible Pipe Including Vent	USA	10/229510	28/08/2002

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
	Vent			
WL-00-008	Collapse Tolerant Flexible Pipe	USA	10/321084	17/12/2002
WL-98-007	End Fitting Seal for Flexible	USA	6161880	19/12/2000
WL-99-005A	Flexible Pipe including Vent	USA	6446672	10/09/2002
WL-99-005B	Flexible Pipe and Method	USA	6363974	02/04/2002
WL-97-006	Gas Lift Umbilical Cable	USA	6283206	04/09/2001
WL-98-005	Swivel Joint and Method for Connecting Conduits	USA	6386595	14/05/2002

Foreign Patents (Issued and Pending)

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
BT-1301	Method of and Apparatus for sealing	EPC	96921700.9	20/06/1996
BT-1301	Flexible Flowline End Fitting	France	96921700.9	20/06/1996
BT-1301	Flexible Flowline End Fitting	GB	96921700.9	20/06/1996
BT-1339	Flexible Conduit	Brazil	PI9712515-6	20/04/1996
BT-1339	Flexible Conduit	Denmark	97920278.5	08/04/1997
BT-1339	Flexible Conduit	EPC	97920278. 0929767	08/04/1997

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
BT-1339	Flexible Conduit	France	97920278.5	08/04/1997
BT-1339	Flexible Conduit	GB	97920278.5	08/04/1997
WL-01-007	Method of Towing and Installing a Pipe	GB	0201759.8	25/01/2002
WL-01-007	Method of Towing and Installing a Pipe	PCT	PCT/EPO3/00675	23/01/2002
WL-02-004	Methods for assessing and reducing buckling	GB	0214429.3	21/06/2002
WL-97-003	High Temperature End Fitting	Angola	1818	10/10/2001
WL-97-003	High Temperature End Fitting	Nigeria	425/2001	10/10/2001
WL-97-003	High Temperature End Fitting	PCT	PCT/US01/31843 WO 02/31396	10/10/2001
WL-97-004	Vented Layered-Wall	Angola	686	13/10/1999
WL-97-004	Vented Layered-Wall	Brazil	PI 9914515	12/10/1999
WL-97-004	Vented Layered-Wall	EPC	99951503.4	12/10/1999
WL-97-004	Vented Layered-Wall	France	99951503.4	12/10/1999
WL-97-004	Vented Layered-Wall	PCT	PCT/US99/21613	12/10/1999
WL-99-005	Flexible Pipe and Method of Manufacture	Australia	15845/01	04/11/2000
WL-99-005	Flexible Pipe and Method of Manufacture	China	00818233.7	04/11/2000
WL-99-005	Flexible Pipe and Method of Manufacture	EPC	00978374.7 1232358	04/11/2000
WL-99-005	Flexible Pipe and Method of Manufacture	Kazakhstan	2002/1533.1	04/11/2000

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
WL-99-005A	Flexible Pipe Including Vent	Brazil	PI001 5358-3	04/11/2000
WL-99-005A	Flexible Pipe Including Vent	Canada	2390537	04/11/2000
WL-99-005A	Flexible Pipe Including Vent	Denmark	PA200200629	04/11/2000
WL-99-005A	Flexible Pipe Including Vent	EPC	00980290.1 1234135	04/11/2000
WL-99-005A	Flexible Pipe Including Vent	GB	0209033.0 GB2371611	04/11/2000
WL-99-005A	Flexible Pipe Including Vent	Norway	20022127	04/11/2000
WL-99-005B	Flexible Pipe and Method of	Brazil	PI0015354-0	04/11/2000
WL-99-005B	Flexible Pipe and Method of	Denmark	PA200200628	04/11/2000
WL-01-005	End Fitting for Tubular Member	Armenia	200201205	09/12/2002
WL-01 -005	End Fitting for Tubular Member	Azerbaijan	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Belarus	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Canada	Not Known	09/12/2002
WL-01-005	End Fitting for Tubular Member	China	Not Known	09/12/2002
WL-01-005	End Fitting for Tubular Member	EPC	02028011.1	09/12/2002
WL-01-005	End Fitting for Tubular Member	Estonia	02028011.1	09/12/2002

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
WL-01-005	End Fitting for Tubular Member	Eurasian Patent Convention	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	France	02028011.1	09/12/2002
WL-01-005	End Fitting for Tubular Member	Great Britain	02028011.1	09/12/2002
WL-01-005	End Fitting for Tubular Member	Kazakhstan	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Kyrgyzstan	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Latvia	02028011.1	09/12/2002
WL-01-005	End Fitting for Tubular Member	Lithuania	02028011.1	09/12/2002
WL-01-005	End Fitting for Tubular Member	Moldova	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	PCT	PCT/US02/39988	09/12/2002
WL-01-005	End Fitting for Tubular Member	Russian Federation	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Tajikistan	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Turkmenistan	200201205	09/12/2002
WL-01-005	End Fitting for Tubular Member	Ukraine	UA20021210084/I	09/12/2002
WL-01-005	End Fitting for Tubular Member	Uzbekistan	Not known	09/12/2002
WL-01-008	Flexible Tubular Pipe and Method	Brazil	PI020455-9	30/10/2002

<u>Wellstream Reference No.</u>	<u>Invention</u>	<u>Country</u>	<u>Application/ Patent Number</u>	<u>Issue Date/ Date Filed</u>
	Method			
WL-01-008	Flexible Tubular Pipe and Method	Denmark	PA200201626	25/10/2002
WL-01-008	Flexible Tubular Pipe and Method	France	0213670	31/10/2002
WL-97-004	Vented Layered-Wall Deepwater	Nigeria	RP14134	11/08/2000
WL-99-005B	Flexible Pipe and Method	EPC	1234134	04/11/2000