

Form PTO-1595 (Rev. 03/05)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET PATENTS ONLY

9097-34

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)

Seaboard International Inc.

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

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 18, 2007

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

## 2. Name and address of receiving party(ies)

Name: Freeport Financial LLC, as agent

Internal Address: \_\_\_\_\_

Street Address: 500 W. Madison

City: Chicago

State: IL

Country: USA Zip: 60661

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

## 9. Signature:

*Laura Konrath*  
Signature

Laura Konrath

Name of Person Signing

4/24/07  
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 232428 6763882

**SCHEDULE 1**  
to  
**Patent Security Agreement**

Continuation  
Item 4

**PATENTS**

(1)

Title	Country	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date	Owner
Insulated casing and tubing hangers	US	6763882 7/20/04	20040089444 5/13/04	2002290141 11/7/02	Seaboard International Inc.

**PATENT APPLICATIONS**

Title	Country	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date	Applicant
Insulated casing and tubing hangers	Canada	Pending	2448600 5/7/04	2448600 11/7/03	Seaboard International Inc.

**PATENT LICENSES**

None.

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**PATENT SECURITY AGREEMENT**

**(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)**

WHEREAS, Seaboard International Inc., a Texas corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of April 18, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the other loan parties party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Freeport Financial LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Borrower Security Agreement dated as of April 18, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor and Freeport Financial LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be

continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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. In the event of a conflict between the terms of the Security Agreement and the terms hereof, the terms of the Security Agreement shall control.

[signature page follows]

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

SEABOARD INTERNATIONAL INC.

By: 

Name: J. Kelly Joy

Title: President

ACKNOWLEDGED:

FREEPORT FINANCIAL LLC, as Agent

By: \_\_\_\_\_

Name:

Title:

Signature Page to Patent Security Agreement


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

**SEABOARD INTERNATIONAL INC.**

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

**ACKNOWLEDGED:**

**FREEPORT FINANCIAL LLC, as Agent**


By:  \_\_\_\_\_  
Name: Chad Blakeman  
Title: Authorized Signatory

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 019204 FRAME: 0780**

**SCHEDULE 1**  
**to**  
**Patent Security Agreement**

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None.