## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		SECURITY AGREEMENT			
CONVEYING PARTY DATA					
N			lame	Execution Date	
A+ Manufacturing , LLC 04/07/2009					
RECEIVING PARTY DATA					
Name: May	Mayeaux Holding, LLC				
Street Address: 410	41041 Black Bayou Road				
City: Gor	Gonzales				
State/Country: LO	LOUISIANA				
Postal Code: 707	70737				
PROPERTY NUMBERS Total: 3					
Property Type			Number		
		12265	265621		
Application Number: 1		12325218			
Application Number:		12344418			12265621
CORRESPONDENCE DATA					
Fax Number (985)845-7090					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Email: joe@regard.net					
Correspondent Name: Joseph T. Regard					
Address Line 1: PO Box 429					
Address Line 4: Madisonville, LOUISIANA 70447-0429					
NAME OF SUBMITTER: Joseph T. Regard, Attorney of Record					
Total Attachments: 3 source=Grant of Security Agreement#page1.tif source=Grant of Security Agreement#page2.tif source=Grant of Security Agreement#page3.tif					

### GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST

WHEREAS, A+ MANUFACTURING, LLC, a Louisiana limited liability company (the "Grantor" or the "Assignee"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Intellectual Property Collateral (as defined below); and

**WHEREAS**, the Grantor has entered into an Intellectual Property Security Agreement (the "Security Agreement") effective as of  $\underline{HPVI}$ , 200  $\underline{q}$ , with MAYEAUX HOLDING, LLC, a limited liability company organized under the laws of the State of Louisiana, successor of A+ Corp., a corporation organized under the laws of the State of Louisiana (the "Secured Party") under which the Grantor granted a secured and protected interest in, and the Secured Party has agreed to become a secured creditor with respect to, the Intellectual Property Collateral.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms, provisions, covenants and conditions of the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now existing or owned or hereafter acquired, developed or arising (whether by contract or operation of law and whenever located), which shall be retained by Secured Party, until the Secured Obligations have been paid in full (collectively, the "Intellectual Property Collateral"):

(i) all foreign and domestic patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, including, without limitation, such patents, patent applications and patent licenses as described in <u>Schedule A</u> hereto, all rights to sue for past, present and future infringement thereof, all rights arising therefrom and pertaining thereto, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; it being understood that the rights and interests included in the Intellectual Property Collateral hereby shall include, without limitation, all rights and interests under licensing or other contracts in favor of the Assignee pertaining to the patent applications and patents presently or in the future owned or used by third parties but, in case of third parties which are not Affiliates of the Assignee, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(ii) technology and other tangible and intangible property of Assignee listed on <u>Schedule A</u> attached hereto, including, without limitation, know-how, all matters, reports, specifications, programs, design, ideas, documents, data, software, systems, methods, apparatuses, discoveries, processes, techniques, functionality, formulas, procedures, technology, copyrights, patent rights, trademarks, service marks, trade secrets, confidential information and all other proprietary rights and interests of Assignee (collectively, the "Technology");

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Assignee connected with or symbolized by any of the Intellectual Property Collateral;

 $PAGE \ 1 \ OF \ 2$ 

(iv) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of Assignee of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(v) all proceeds, products, rents and profits of or from any and all of the foregoing Intellectual Property Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Intellectual Property Collateral. For purposes of the Agreement, the term "Proceeds" includes whatever is receivable or received when Intellectual Property Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Capitalized terms used in this Grant not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property 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.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized effective on  $\frac{11}{12}$ ,  $\frac{7}{2002}$ .

A+ MANUFACTURING, LLC By: Name: Title:

Sworn to and subscribed before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_ \*\* four \_\_\_\_\_\_ PERRY J. HOMASSIE, NOTARY PUBLIC 2009 221064 L'AC

PATENT REEL: 022696 FRAME: 0446

#### SCHEDULE A

## I. <u>Patents</u>

Patent Applications

12/265,621; Filed November 5, 2008; Titled: Modular Sample Conditioning System 12/325,218; Filed November 30, 2008; Titled: Portable Insertable Probe Assembly 12/344,418; Filed December 26, 2008; Titled: Devices for obtaining cylinder samples of

natural gas or process gas and method therefore

II. Copyrights

III. Trademarks

IV. Other

INTELLECTUAL PROPERTY SECURITY AGREEMENT – SCHEDULE A BR.455537.1 4.7.09

## **RECORDED: 05/18/2009**

PATENT REEL: 022696 FRAME: 0447