



Form PTO-1595 (Rev. 12-08)  
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02-16-2010

J.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103588661

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)**

Hinkle Contracting Company, LLC, a Kentucky LLC

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

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

Execution Date(s) 01/31/2010

☐ 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: Citibank, N.A., as Collateral Agent

Internal Address:

Street Address: 390 Greenwich Street

City: New York

State: New York

Country: USA

Zip: 10013

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

None

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jim Murray/ CT Lien Solutions

Internal Address:

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus

State: Ohio

Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and patents involved: 2**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80**

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number

Authorized User Name

**9. Signature:**

James D. Murray

Name of Person Signing

01 FC:8021

February 4, 2010  
Date

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**Schedule I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

**Patents:**

OWNER	PATENT NUMBER	TITLE
Hinkle Contracting Company, LLC (f/k/a Hinkle Contracting Corporation)	5,564,557	Impact absorbing apparatus for a belt conveyor
Hinkle Contracting Company, LLC (f/k/a Hinkle Contracting Corporation)	5,547,569	Multiple stage water clarifier

**Patent Applications:**

None.

010395-1096-11875-11890419

## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 31, 2010, by HINKLE CONTRACTING COMPANY, LLC (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of January 31, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (excluding any Excluded Assets) of the Grantor:

(a) Patents of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the Patents.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

**HINKLE CONTRACTING COMPANY, LLC**


By:

Michael Brady  
Name: Michael Brady  
Title: Vice President

[Patent Security Agreement]

CITIBANK, N.A.,  
as Collateral Agent

By:

  
Name: Harni Mahanous  
Title: Director

[Patent Security Agreement]