

**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
ATP Oil & Gas Corporation	04/23/2010

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	712 Main Street
Internal Address:	Floor 8 South
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

**PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	7237391
Patent Number:	7155918
Patent Number:	7240498
Patent Number:	7240499
Patent Number:	6955503
Patent Number:	6932121
Patent Number:	6964180
Patent Number:	7329070
Patent Number:	7270071
Patent Number:	7654327
Patent Number:	7588393

**CORRESPONDENCE DATA**

Fax Number: (713)615-5243  
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**CH \$440.00 7237391**

Phone: 713-758-1105  
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Correspondent Name: W. Scott Brown  
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ATTORNEY DOCKET NUMBER:

CHA715/10019 PAT SEC AGT

NAME OF SUBMITTER:

W. Scott Brown

**Total Attachments: 6**

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PATENT SECURITY AGREEMENT dated as of April 23, 2010 (this "*Agreement*"), among ATP OIL & GAS CORPORATION (the "*Borrower*") and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 23, 2010, (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among the Borrower, the subsidiaries of the Borrower party thereto, and the Administrative Agent and (b) the Credit Agreement dated as of April 23, 2010, (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiaries party hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 1.04 of the Credit 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, each 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) 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Patent Collateral*") :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 (the "*Patent*"), and all reissues, continuations, divisions, continuations-in-part, re-examination certificates, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and the right to exclude others from doing the same; and

(b) the right to enforce such Patents including by bringing action for any past infringement thereof and the right to collect any damages or other proceeds associated with any such action or enforcement.

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. Each 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.

[Remainder of this page left intentionally blank]

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

ATP Oil & GAS CORPORATION

By: Leland E Tate  
Leland E. Tate  
President

JET

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Robert Traband  
Executive Director

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

ATP Oil & GAS CORPORATION

By: \_\_\_\_\_  
Leland E. Tate  
President

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:  \_\_\_\_\_  
Robert Traband  
Executive Director

Schedule I

I. Patents

Patent Holder	Patent	Status	Provisional Application No. or Patent No.	Expiration Date
ATP Oil & Gas Corporation	Method for Processing and Transporting Compressed Natural Gas	Granted 7/3/07	US 7,237,391	8/29/2025
ATP Oil & Gas Corporation	System for Processing and Transporting Compressed Natural Gas	Granted 1/2/07	US 7,155,918	6/4/2024
ATP Oil & Gas Corporation	Method- Provide Inventory for Expedited Loading Transporting and Unloading Compressed Natural Gas	Granted 1/10/07	US 7,240,498	6/4/2024
ATP Oil & Gas Corporation	Method-Transporting Compressed Natural Gas To Prevent Explosions	Granted 7/10/07	US 7,240,499	6/4/2024
ATP Oil & Gas Corporation	Method for Salvaging Offshore Jackets	Granted 10/18/05	US 6,955,503	7/30/2024
ATP Oil & Gas Corporation	Method for Offloading and Storage of Liquefied Compressed Natural Gas	Granted 8/23/05	US 6,932,121	7/30/2024
ATP Oil & Gas Corporation	Method and System for Loading Pressurized Compressed Natural Gas on a Floating Vessel	Granted 11/15/05	US 6,964,180	7/30/2024
ATP Oil & Gas Corporation	RAM-Type Tensioner Assembly With Accumulators	Granted 2/12/08	US 7,329,070	3/3/2027
ATP Oil & Gas Corporation	Deep Draft Semi-Submersible Movable Offshore Structure	Granted 9/18/07	US 7,270,071	3/3/2027
ATP Oil & Gas Corporation	Tensioner Assembly	Granted 2/2/10	US 7,654,327	9/2/2028
ATP Oil & Gas Corporation	Method for Supporting Top Tension Drilling and Production Risers on a Floating vessel	Granted 9/15/09	US 7,588,393	9/2/2028

II. Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>

III. Patent Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>