

## 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
Boreflex, LLC, a Delaware LLC	05/09/2011
RECEIVING PARTY DATA	
Name:	Wilmington Trust FSB, as Collateral Agent
Street Address:	Rodney Square North 1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10679047
Application Number:	10448167
Application Number:	29187319
CORRESPONDENCE DATA	
Fax Number:	(800)516-6304
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-280-3562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	Ted Mulligan
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
ATTORNEY DOCKET NUMBER:	8142503
NAME OF SUBMITTER:	Ted Mulligan
Total Attachments: 5 source=patent sakina#page2.tif source=patent sakina#page3.tif source=patent sakina#page4.tif source=patent sakina#page5.tif source=patent sakina#page6.tif	

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REEL: 026254 FRAME: 0511

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2011, is among the undersigned (the "Grantors"), and Wilmington Trust FSB, as collateral agent on behalf of the Secured Parties (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Dura-Line Corporation, a Delaware corporation ("Borrower"), Boreflex, LLC, a Delaware limited liability company ("Boreflex"), Dura-Line Intermediate Holdings, Inc., a Delaware corporation ("Holdings") and the other guarantors from time to time party thereto (collectively with Boreflex and Holdings the "Guarantors", and collectively with Borrower, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Agent has agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Loan Parties under the Security Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantors' right, title and interest in such Patent Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

***Section 2. Grant of Security Interest in Patents***

The Grantors hereby grant to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Patents to the extent included in the Collateral, including but not limited to the Patents listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent 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 any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

***Section 7. Intercreditor***

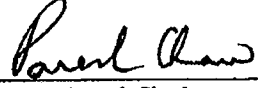
Notwithstanding anything herein to the contrary, the Agent, on behalf of the Secured Parties, and each Grantor acknowledges that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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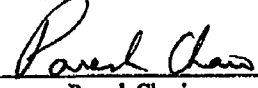
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

**DURA-LINE CORPORATION**

By:   
Name: Paresh Chari  
Title: President and Chief Executive Officer

**BOREFLEX, LLC**

By:   
Name: Paresh Chari  
Title: President and Chief Executive Officer

*[Patent Security Agreement]*

**AGENT:**

**WILMINGTON TRUST FSB**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

James A. Hanley  
Vice President

*[Patent Security Agreement]*

**PATENT**  
**REEL: 026254 FRAME: 0515**

**SCHEDULE A  
TO  
PATENT SECURITY AGREEMENT**

**BOREFLEX, LLC**

Title	Country	App. No. /Date	Pub. or Patent No. / Date	Status	Registered Owner
DUCT WITH WIRE LOCATOR	U.S.	10/679047	6933438	Granted	Boreflex, LLC
		10/3/2003	8/23/2005		
WELLBORE APPARATUS	U.S.	10/448167	6920924	Granted	Boreflex, LLC
		5/29/2003	7/26/2005		
U-BEND FITTING	U.S.	29187319	D501915	Granted	Boreflex, LLC
		7/30/2003	2/15/2005		