

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Patent Security Agreement												
CONVEYING PARTY DATA													
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Dura-Line Corporation</td><td>05/09/2011</td></tr><tr><td>Boreflex, LLC</td><td>05/09/2011</td></tr></table>		Name	Execution Date	Dura-Line Corporation	05/09/2011	Boreflex, LLC	05/09/2011						
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Boreflex, LLC	05/09/2011												
RECEIVING PARTY DATA													
<table><tr><td>Name:</td><td>Bank of America, N.A., as agent</td></tr><tr><td>Street Address:</td><td>11333 McCormick Road</td></tr><tr><td>Internal Address:</td><td>Bldg 2--7th Floor</td></tr><tr><td>City:</td><td>Hunt Valley</td></tr><tr><td>State/Country:</td><td>MARYLAND</td></tr><tr><td>Postal Code:</td><td>21031</td></tr></table>		Name:	Bank of America, N.A., as agent	Street Address:	11333 McCormick Road	Internal Address:	Bldg 2--7th Floor	City:	Hunt Valley	State/Country:	MARYLAND	Postal Code:	21031
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PROPERTY NUMBERS Total: 3													
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6933438</td></tr><tr><td>Patent Number:</td><td>6920924</td></tr><tr><td>Patent Number:</td><td>D501915</td></tr></table>		Property Type	Number	Patent Number:	6933438	Patent Number:	6920924	Patent Number:	D501915				
Property Type	Number												
Patent Number:	6933438												
Patent Number:	6920924												
Patent Number:	D501915												
CORRESPONDENCE DATA													
Fax Number: (800)432-5298 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 401-276-6418													
Email: jdavis@eapdlaw.com													
Correspondent Name: Jessica Davis													
Address Line 1: 2800 Financial Plaza													
Address Line 2: Edwards Angell Palmer & Dodge LLP													
Address Line 4: Providence, RHODE ISLAND 02903													
ATTORNEY DOCKET NUMBER:	202164.0037												
NAME OF SUBMITTER:	Jessica Davis												

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Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2011, is among the undersigned (the "Grantors"), and Bank of America, N.A., as agent on behalf of the Lenders (the "Agent").

W I T N E S S E T H:

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

WHEREAS, pursuant to the Loan 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 Credit Parties under the Loan Agreement;

WHEREAS, the parties to the Loan 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 Loan Agreement in connection with all of the Grantors' right, title and interest in such Patent Collateral; and

WHEREAS, pursuant to the Loan 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 Loan 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 Loan 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 Loan 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 Loan Agreement, the terms of the Loan 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 Lenders, 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.

[Remainder of this page intentionally left blank]


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

AGENT:

BANK OF AMERICA, N.A.

By: Victoria L. Tillman
Name: Victoria L. Tillman
Title: Senior Vice President

Patent Security Agreement - Bank of America, N.A.

PATENT
REEL: 026269 FRAME: 0297

**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 10/3/2003	6933438 8/23/2005	Granted	Boreflex, LLC
WELLBORE APPARATUS	U.S.	10/448167 5/29/2003	6920924 7/26/2005	Granted	Boreflex, LLC
U-BEND FITTING	U.S.	29187319 7/30/2003	D501915 2/15/2005	Granted	Boreflex, LLC