

## 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
Energy Maintenance Services Group I, LLC	12/27/2011
RECEIVING PARTY DATA	
Name:	Victory Park Management, LLC, as Agent
Street Address:	227 West Monroe Street, Suite 3900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	5591291
Patent Number:	5606997
Patent Number:	5648137
Patent Number:	5656231
Patent Number:	6146576
Patent Number:	6797358
Patent Number:	7052567
Patent Number:	7073536
Patent Number:	7135087
Patent Number:	7267739
Application Number:	10559601
Patent Number:	7517212
Patent Number:	7523764
Application Number:	11328618
Patent Number:	7527076

CH \$1360.00 5591291

Patent Number:	7514653
Application Number:	11746213
Application Number:	11746234
Patent Number:	5245351
Patent Number:	5451351
Application Number:	10258294
Application Number:	10831933
Application Number:	11088575
Application Number:	11397113
Application Number:	60197136
Application Number:	60209435
Application Number:	60556809
Application Number:	60585067
Application Number:	60642566
Application Number:	60782629
Application Number:	60798899
Application Number:	60798909
Application Number:	10182968
Patent Number:	7628943

#### CORRESPONDENCE DATA

Fax Number: (312)902-1061

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341307-16
-------------------------	-----------

NAME OF SUBMITTER:	Oscar Ruiz
--------------------	------------

#### Total Attachments: 6

source=Subordinated Patent Security Agreement - EMSG#page1.tif

source=Subordinated Patent Security Agreement - EMSG#page2.tif

source=Subordinated Patent Security Agreement - EMSG#page3.tif

source=Subordinated Patent Security Agreement - EMSG#page4.tif

source=Subordinated Patent Security Agreement - EMSG#page5.tif

source=Subordinated Patent Security Agreement - EMSG#page6.tif

**THIS AGREEMENT AND THE RIGHTS, REMEDIES AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF DECEMBER 27, 2011, BY AND AMONG VICTORY PARK MANAGEMENT, LLC, IN ITS CAPACITY AS AGENT FOR THE SUBORDINATED NOTE HOLDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), SUCH SUBORDINATED NOTE HOLDERS, THE CREDIT PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND VICTORY PARK MANAGEMENT, LLC, IN ITS CAPACITY AS AGENT FOR THE SENIOR LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), TO THE SENIOR DEBT (AS DEFINED IN THE INTERCREDITOR AGREEMENT); AND EACH PARTY TO THIS AGREEMENT, BY ITS DELIVERY OF AN EXECUTED COUNTERPART SIGNATURE PAGE HERETO, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.**

#### **SUBORDINATED PATENT SECURITY AGREEMENT**

This SUBORDINATED PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of December 27, 2011, by ENERGY MAINTENANCE SERVICES GROUP I, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Victory Park Management, LLC, as collateral agent (the "**Collateral Agent**") for the secured parties referred to below.

#### **WHEREAS:**

A. Reference is made to that certain Subordinated Pledge and Security Agreement, dated as of December 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), entered into by and among the Grantor, the other "**Obligors**" party thereto and Collateral Agent which secures certain now existing and future arising obligations owing to the Secured Parties under the Transaction Documents as provided in the Security Agreement.

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure

the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign patent and patent application, including, without limitation, each United States patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof;
2. each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Patent Collateral**").


This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within Chicago, Illinois, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

The Grantor has caused this Subordinated Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ENERGY MAINTENANCE SERVICES  
GROUP I, LLC**, a Delaware limited liability  
company

By:   
Name: STEVE SCHILLER  
Title: PRESIDENT

Acknowledged:

**VICTORY PARK MANAGEMENT, LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: Scott R. Zernnick  
Title: Authorized Signatory

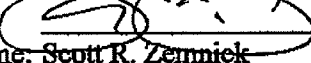
The Grantor has caused this Subordinated Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ENERGY MAINTENANCE SERVICES  
GROUP I, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**VICTORY PARK MANAGEMENT, LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Scott R. Zennick  
Title: Authorized Signatory

SCHEDULE 1  
to  
SUBORDINATED PATENT SECURITY AGREEMENT

Patent Collateral

Patent Number	Application Number	Filing Date	Issue Date	Title	Assignee
5591291	8467020	06/06/95	1/7/1997	Method of forming advanced cured resin composite parts	Energy Maintenance Services Group I, LLC / Verline, Inc.
5606997	8430330	04/28/95	3/4/1997	Method for rehabilitating pipe line and resin impregnated lining having an integral heating element	Energy Maintenance Services Group I, LLC / Verline, Inc.
5648137	8287120	08/08/94	7/15/1997	Advanced cured resin composite parts and method of forming such parts	Energy Maintenance Services Group I, LLC / Verline, Inc.
5656231	8466349	06/06/95	8/12/1997	Method of forming advanced cured resin composite parts	Energy Maintenance Services Group I, LLC / Verline, Inc.
6146576	8852039	05/06/97	11/14/2000	Method of forming advanced cured resin composite parts	Energy Maintenance Services Group I, LLC / Verline, Inc.
6797358	10182294	07/26/02	9/28/2004	Unilaterally mat, sealable, uv-stabilized, flame resistant, co-extruded, biaxially oriented polyester film, method for the production and the use thereof	Energy Maintenance Services Group I, LLC / Verline, Inc.
7052567	9588407	06/06/00	5/30/2006	Inflatable heating device for in-situ repair of conduit and method for repairing conduit	Energy Maintenance Services Group I, LLC / Verline, Inc.
7073536	10182889	04/28/03	7/11/2006	Apparatus, methods, and liners for repairing conduits	Energy Maintenance Services Group I, LLC / Verline, Inc.
7135087	10770735	02/03/04	11/14/2006	Apparatus and method for the repair and stabilization of underground pipes	Energy Maintenance Services Group I, LLC / Verline, Inc.
7267739	10798202	03/08/04	9/11/2007	Tensioned pipe support	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	10559601	09/08/06	N/A	Method and apparatus of curing concrete structures	Energy Maintenance Services Group I, LLC / Verline, Inc.
7517212	11174188	07/01/05	4/14/2009	Portable pipe repair system with electrically heated positioning member	Energy Maintenance Services Group I, LLC / Verline, Inc.
7523764	11313170	12/20/05	4/28/2009	Method and apparatus for spot repair of pipe	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	11328618	01/10/06		Insitu pipe repair controller and system	Energy Maintenance Services Group I, LLC
7527076	11334578	01/18/06	5/5/2009	Vertical pipe lining method and system	Energy Maintenance Service Group I LLC
7514653	11408719	04/21/06	4/7/2009	Small diameter pipe repair device	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	11746213	05/09/07	N/A	Lateral interface device with flexible housing	Energy Maintenance Service I LLC
N/A	11746234	05/09/07	N/A	Lateral interface device with extended bladder	Energy Maintenance Services Group I, LLC
5245351	7636609	01/02/91	9/14/1993	Orientation adjusting device for a satellite transmitting signal antenna	Energy Maintenance Services Group I, LLC / Verline, Inc.
5451351	7759419	09/13/91	9/19/1995	Method for rehabilitating a pipe with a liner having an electronically conductive layer	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	10258294	09/05/03	N/A	Method of forming repair material for conduit interace area and for repairing a non-linear conduit with a fiber repair material	Energy Maintenance Services Group I, LLC
N/A	10831933	04/26/04	N/A	Engineered resistive heated complex shape molded composite	Energy Maintenance Services Group I, LLC

Patent Number	Application Number	Filing Date	Issue Date	Title	Assignee
N/A	11088575	03/24/05	N/A	Insitu impedance heating for pipe wall repair	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	11397113	04/04/06	N/A	Apparatus, methods, and liners for repairing conduits	Energy Maintenance Services Group I, LLC
N/A	60197136	04/14/00	N/A	Method of forming a composite part with complex carbon fiber architecture by resistive heating	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	60209435	06/02/00	N/A	Consolidation method for random carbon fiber orientation	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	60556809	03/25/04	N/A	Insitu impedance heating for pipe wall repair	Energy Maintenance Services Group I, LLC
N/A	60585067	07/01/04	N/A	V-pack controller	Energy Maintenance Services Group I, LLC
N/A	60642566	01/10/05	N/A	V-pack controller	Energy Maintenance Services Group I, LLC
N/A	60782629	03/14/06	N/A	Ophthalmic solutions comprising povidone-iodine	Energy Maintenance Services Group I, LLC / Verline, Inc.
N/A	60798899	05/09/06	N/A	Lateral interface device with flexible housing	Energy Maintenance Service I LLC
N/A	60798909	05/09/06	N/A	Lateral interface device with extended bladder	Energy Maintenance Services Group I, LLC
N/A	10182968	04/25/03	N/A	Composite structures	Energy Maintenance Services Group I, LLC
7628943 B2	12010456	2/19/2008	12/8/2009	Portable pipe repair system with electrically heated positioning member	Energy Maintenance Services Group I, LLC