

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| POWER AND COMPOSITE TECHNOLOGIES LLC | 03/19/2012 |
| RECEIVING PARTY DATA | |
| Name: | U.S. BANK NATIONAL ASSOCIATION |
| Street Address: | 800 NICOLLET MALL |
| City: | MINNEAPOLIS |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7914227 |
| CORRESPONDENCE DATA | |
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| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | DORSEY & WHITNEY LLP |
| Address Line 1: | INTELLECTUAL PROPERTY DEPARTMENT |
| Address Line 2: | 50 SOUTH SIXTH STREET |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402 |
| ATTORNEY DOCKET NUMBER: | 59235-9670 |
| NAME OF SUBMITTER: | Jacquelyn K. Torborg |
| Total Attachments: 3 source=Confirmatory Grant of Security Interest - Patents (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest - Patents (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest - Patents (executed)-v1#page3.tif | |

PATENT

Confirmatory Grant of Security Interest in Patents

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this "Confirmatory Grant") is made effective as of March 19, 2012, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor jointly owns the patents (the "Patents") listed on Exhibit A, which patents are registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of Grantor's rights in the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Patents, and shall have the right to use and register the Patents in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

POWER AND COMPOSITE TECHNOLOGIES LLC

By: Carl Nelson
Name: Carl Nelson
Title: Vice President and Secretary

Confirmatory Grant of Security Interest in Patents

PATENT
REEL: 027931 FRAME: 0278

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

| Patent No. | OWNER | TITLE | ISSUE DATE |
|------------|--------------------------------------|---|----------------|
| 7,914,227 | Power and Composite Technologies LLC | Thermally and Electronically Insulated Composite Manhole Covers | March 29, 2011 |

Exhibit A