

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	AI Solutions-NewStar - Executed Patent Security Agmt for 2nd Lien Loan										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>AL Solutions, Inc.</td> <td>03/28/2012</td> </tr> <tr> <td>Tygem Holdings, Inc.</td> <td>03/28/2012</td> </tr> </tbody> </table>		Name	Execution Date	AL Solutions, Inc.	03/28/2012	Tygem Holdings, Inc.	03/28/2012				
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AL Solutions, Inc.	03/28/2012										
Tygem Holdings, Inc.	03/28/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>NewStar Financial, Inc., as administrative agent and collateral agent</td> </tr> <tr> <td>Street Address:</td> <td>500 Boylston Street, Suite 1250</td> </tr> <tr> <td>City:</td> <td>Boston</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02116</td> </tr> </table>		Name:	NewStar Financial, Inc., as administrative agent and collateral agent	Street Address:	500 Boylston Street, Suite 1250	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02116
Name:	NewStar Financial, Inc., as administrative agent and collateral agent										
Street Address:	500 Boylston Street, Suite 1250										
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Postal Code:	02116										
PROPERTY NUMBERS Total: 2											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5935295</td> </tr> <tr> <td>Patent Number:</td> <td>6217632</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5935295	Patent Number:	6217632				
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Patent Number:	5935295										
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CORRESPONDENCE DATA											
Fax Number:	(617)227-4420										
Phone:	617-239-0443										
Email:	uonyekwu@edwardswildman.com										
<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:	Ugonna Onyekwu										
Address Line 1:	111 Huntington Ave.										
Address Line 2:	Edwards Wildman Palmer LLP										
Address Line 4:	Boston, MASSACHUSETTS 02199										
ATTORNEY DOCKET NUMBER:	240042/0027										
NAME OF SUBMITTER:	Ugonna Onyekwu										
Total Attachments: 6											

CH \$80.00 5935295

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SECURITY AGREEMENT (PATENTS)
(the "Patent Security Agreement")

THE LIEN AND SECURITY INTEREST ARISING PURSUANT TO THIS PATENT SECURITY AGREEMENT IS JUNIOR AND SUBORDINATE TO THE LIEN AND SECURITY INTEREST OF NEWSTAR FINANCIAL, INC., AS COLLATERAL AGENT FOR CERTAIN LENDERS, AND IS SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT DATED AS OF MARCH 28, 2012, AS AMENDED, RESTATED, SUPPLEMENTED, MODIFIED OR REPLACED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, AMONG NEWSTAR FINANCIAL, INC. AND THE OTHER CREDITORS PARTY THERETO.

WHEREAS AI Solutions, Inc., a Delaware corporation (the "Borrower"), and Tygem Holdings, Inc., a Delaware corporation ("Holdings," and collectively with the Borrower, the "Pledgors") are the owners and users, as indicated on Schedule A, of the patents issued by and/or patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS the Pledgors are the borrower and guarantor under the terms of that certain Second Lien Term Loan Agreement, dated as of March 28, 2012 (as amended from time to time, the "Credit Agreement") among the Pledgors, the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and NewStar Financial, Inc., as administrative agent and collateral agent (the "Agent");

WHEREAS the Pledgors are a party to that certain Second Lien Security Agreement, dated as of March 28, 2012 (as amended from time to time, the "Security Agreement") among the Pledgors as grantors thereunder, and the Agent, pursuant to which the Pledgors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Lenders shall have all the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgors' right, title and interest in and to the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Security Agreement. The Pledgors further hereby grant to the Agent, for the benefit of the Lenders, a security interest in all of the Pledgors' right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents, and all proceeds of any and all of the foregoing (collectively, the "Patent Collateral").

The grant of a security interest in the Patent Collateral by the Pledgors pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) now or hereafter existing

under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

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

This Patent Security Agreement has been entered into in connection with the Security Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the grant of the security interest hereunder to the Agent, for the benefit of the Lenders, and the rights and remedies of the Agent and the Lenders with respect to the Patent Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Patent Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Patent Security 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.

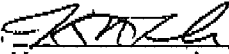
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Agent have caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of March, 2012.


28th

PLEDGORS:

AL SOLUTIONS, INC.

By: 
Name: Kenneth Klind
Title: SECRETARY, TREASURER, CFO

TYGEM HOLDINGS, INC.

By: 
Name: Kenneth Klind
Title: SECRETARY, TREASURER, CFO

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By: _____
Name:
Title:

(Second Lien Patent Security Agreement)

PATENT
REEL: 027946 FRAME: 0669

IN WITNESS WHEREOF, each of the Pledgors and the Agent have caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of March, 2012.

PLEDGORS:

AL SOLUTIONS, INC.

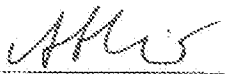
By: _____
Name:
Title:

TYGEM HOLDINGS, INC.

By: _____
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By:  _____
Name: Andros Alev
Title: Vice President
Portfolio Management

(Signature Page to Second Lien Patent Security Agreement)

STATE/Commonwealth of West Virginia
COUNTY OF Randolph

On this day of March, 2012, before me, the undersigned notary public, personally appeared Ken Klein, proved to me through satisfactory evidence of identification, which was DL, to be the person(s) whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Secretary/Treas/CFO for AI Solutions, Inc., a Delaware corporation.

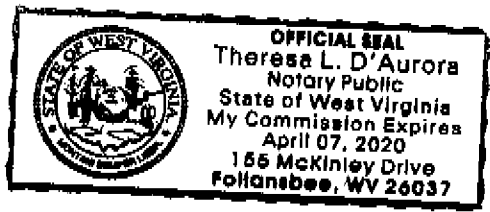
Theresa L. D'Aurora
Notary Public



STATE/Commonwealth of West Virginia
COUNTY OF Randolph

On this day of March, 2012, before me, the undersigned notary public, personally appeared Ken Klein, proved to me through satisfactory evidence of identification, which was DL, to be the person(s) whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Secretary/Treas/CFO for Tygem Holdings, Inc., a Delaware corporation.

Theresa L. D'Aurora
Notary Public



SCHEDULE A
TO
SECURITY AGREEMENT (PATENTS)

ISSUED PATENTS

Owner	Title	Patent Number
Al Solutions	Molten Aluminum Treatment	5,935,295
Al Solutions	Molten Aluminum Treatment	6,217,632