

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Arc Machines, Inc. AND Orbital Acquisition Corp.	03/30/2012
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association, as Agent
Street Address:	2 N. Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7057137
Patent Number:	7335853
Patent Number:	7520538
Patent Number:	7661574
Patent Number:	7026568
Patent Number:	6121567
Application Number:	12387721
CORRESPONDENCE DATA	
Fax Number:	(949)720-0182
Phone:	949-224-6282
Email:	Patent@Buchalter.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:	Sandra P. Thompson, PhD
Address Line 1:	18400 Von Karman Ave., Suite 800
Address Line 4:	Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	P6328-0008
NAME OF SUBMITTER:	Sandra P. Thompson, PhD
Total Attachments: 6 source=Patent Security Agreement#4#page1.tif source=Patent Security Agreement#4#page2.tif source=Patent Security Agreement#4#page3.tif source=Patent Security Agreement#4#page4.tif source=Patent Security Agreement#4#page5.tif source=Patent Security Agreement#4#page6.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 30th day of March, 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Arc Machines, Inc., a California corporation ("AMI"), Orbital Acquisition Corp., a California corporation ("Orbital") and AMI Applied Solutions, LLC, a Delaware limited liability company ("Applied Solutions," and, together with AMI and Orbital, each a "Borrower," and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the [Credit Agreement/Security Agreement]. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the [Credit Agreement/Security Agreement], the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by email transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such

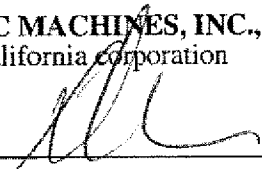
alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows]

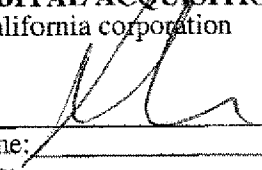
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ARC MACHINES, INC.,
a California corporation

By: 
Name: _____
Title: _____

ORBITAL ACQUISITION CORP.,
a California corporation

By: 
Name: _____
Title: _____

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 027995 FRAME: 0353

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Jeffrey Cristol

Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 027995 FRAME: 0354

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
Orbital Acquisition Corp.	USA	Orbital Welding Internal Pressure Control	7,057,137	6/6/2006
Orbital Acquisition Corp.	USA	Method for Orbital Welding using a Pulsed Current	7,335,853	2/26/2008
Orbital Acquisition Corp.	USA	Orbital Tube Welding Purge Adaptor	7,520,538	4/21/2009
Orbital Acquisition Corp.	USA	Orbital Tube Welding Clamping Fixture Support	7,661,574	2/16/2010
Arc Machines, Inc.	USA	Ceramic Weld Insulator And Metal Weld Gear Combination For An Improved Micro Weld Head Component Of An Orbital Tube Welding Apparatus	7,026,568	4/11/2006
Arc Machines, Inc.	USA	Apparatus And Method For Precisely Aligning and Welding Two Pieces of Weldable Material	6,121,567	9/19/2000
Arc Machines, Inc.	USA	Orbital Welding Systems and Method of Operations	12/387,721	3/4/2010