

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
ANTICLINE DISPOSAL, LLC	06/19/2012
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent
Street Address:	60 Wall Street
Internal Address:	MSNYC60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	7628919
Patent Number:	7510656
Patent Number:	7527736
Patent Number:	7722770
Patent Number:	8105488
Application Number:	13361005
Application Number:	61157291
Application Number:	12714868
Application Number:	61157286
Application Number:	12715039
Application Number:	61246438
Application Number:	12872419
Application Number:	61468982
CORRESPONDENCE DATA	

501968378

PATENT
 REEL: 028442 FRAME: 0845

OP \$520.00 7628919

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ejpalmer@mayerbrown.com, driley@mayerbrown.com

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

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:

Patrick Tierney

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated June 19, 2012, is made by ANTICLINE DISPOSAL, LLC, a Wyoming limited liability company and HIGH SIERRA ENERGY LP, a Delaware limited partnership (collectively, the "Assignors" and each, an "Assignor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Secured Parties (in such capacity, together with any permitted successors and assigns, the "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, each Assignor is the applicant or registrant for the Patents (as defined below) listed on the annexed Schedule I hereto, which Patents are registered or applied for in the United States Patent and Trademark Office;

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of June 19, 2012, among each Assignor, the other grantors signatory thereto, and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, each Assignor has pledged, assigned and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of each Assignor's right, title and interest, whether now or hereafter existing or acquired by each Assignor, in, to and under all the Collateral, including the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in furtherance and as confirmation of the security interest granted by each Assignor pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, each Assignor hereby ratifies such security interest and hereby pledges, assigns and grants to the Assignee, for its benefit and the benefit of the Secured Parties, a continuing security interest in, to and under the following:

(a) all letters patent and applications for letters patent throughout the world, including all patent disclosures and patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations in part, substitutions, extensions, renewals and reexaminations of any of the foregoing (collectively, "Patents"), including the Patents identified in Schedule I attached hereto;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each, a "Patent License");

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include Excluded Assets.

This Agreement has been executed and delivered by each Assignor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.


This Agreement is a Transaction Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


(Signature Pages Follow)

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ANTICLINE DISPOSAL, LLC,
as Assignor

By: 
Name: Nicholas Aretakis
Title: Senior Vice President and Chief
Financial Officer

HIGH SIERRA ENERGY, LP,
as Assignor

By: 
Name: Nicholas Aretakis
Title: Senior Vice President and Chief
Financial Officer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

BY: DEUTSCHE BANK NATIONAL TRUST
COMPANY

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

By: Rodney Gaughan
Name: Rodney Gaughan
Title: Vice President

[Signature Page to Patent Security Agreement]

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SCHEDULE I TO PATENT SECURITY AGREEMENT

Issued Patents

<u>OWNER</u>	<u>PATENT TITLE</u>	<u>APP. NO.</u> <u>APP. DATE</u>	<u>PAT. NO.</u>	<u>STATUS</u>	<u>COUNTRY</u>
Anticline Disposal, LLC	Method for treating water contaminated with methanol and boron	11/685636 03/13/2007	7628919	Issued Expires 9/01/2026	United States
Anticline Disposal, LLC	Waste water treatment method	11/685663 03/13/2007	7510656	Issued Expires 9/01/2026	United States
Anticline Disposal, LLC	System and method for generating fracturing water	11/685681 03/13/2007	7527736	Issued Expires 9/01/2026	United States
Anticline Disposal, LLC	Method for treating produced water	12/475091 05/29/2009	7722770	Issued Expires 9/01/2026	United States
Anticline Disposal, LLC	Waste water treatment method	12/399242 03/06/2009	8105488	Issued Expires 9/01/2026	United States

Pending Patent Applications

<u>OWNER</u>	<u>PATENT TITLE</u>	<u>APP. NO.</u> <u>APP. DATE</u>	<u>STATUS</u>	<u>COUNTRY</u>
Anticline Disposal, LLC	Waste water treatment method	13/361005 01/26/2012	First office action predicted in 23 months	United States
Anticline Disposal, LLC	Waste water treatment method	2657072 03/05/2009	Pending – Deadline to request examination is March 5, 2014	Canada
Anticline Disposal, LLC	Method of operating a bio-reactor and filter system	61/157291 03/04/2009	Converted. See Docket No. 40605.0003USU1	United States

<u>OWNER</u>	<u>PATENT TITLE</u>	<u>APP. NO.</u> <u>APP. DATE</u>	<u>STATUS</u>	<u>COUNTRY</u>
Anticline Disposal, LLC	Method of operating a bio-reactor and filtration system	12/714,868 03/01/2010	First office action predicted in 11 months	United States
Anticline Disposal, LLC	Method of operating a bio-reactor and filtration system	2695280 03/03/2010	Pending – Deadline to request examination is March 3, 2015	Canada
Anticline Disposal, LLC	Method for removing organic contaminants from boron-selective resins	61/157286 03/04/2009	Converted. See Docket No. 40605.0004USU1	United States
Anticline Disposal, LLC	Method for removing organic contaminants resins	12/715,039 03/01/2010	Response to Restriction Requirement filed 03-22-12	United States
Anticline Disposal, LLC	Method for removing organic contaminants from resins	2695305 03/03/2010	Pending – Deadline to request examination is March 3, 2015	Canada
Anticline Disposal, LLC	System and method for using urea as a nitrogen source in a bioreactor	61/246438 09/28/2009	Converted. See Docket No. 40605.0005USU1	United States
Anticline Disposal, LLC	System and method for using urea as a nitrogen source in a bioreactor	12/872,419 08/31/2010	First office action predicted in 11 months	United States
Anticline Disposal, LLC	System and method for using urea as a nitrogen source in a bioreactor	2715401 09/21/2010	Pending – Deadline to request examination is September 21, 2015	Canada
High Sierra Energy, LP	System and method for treatment of produced waters containing gels	61/468,982 05/17/2011	Pending Conversion due 05/17/2012	United States

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