

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
Ellicott Dredges, LLC	07/11/2012
Liquid Waste Technology, LLC	07/11/2012
Baltimore Dredge International, Inc.	07/11/2012
Rohr Dredge North America, LLC	07/11/2012
Rohr International Dredge Holdings, Inc.	07/11/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	20935 Swenson Drive, Suite 400
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53185

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6318005
Patent Number:	5782660
Application Number:	12915995
Patent Number:	5072991
Patent Number:	5427251
Patent Number:	5573363
Patent Number:	5588536
Patent Number:	6134815
Patent Number:	6186336
Patent Number:	7207127

CORRESPONDENCE DATA

Fax Number: 4142974900
Phone: 414 297-5723
Email: ptomailmilwaukee@foley.com, jrodriguez@foley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Foley & Lardner LLP & Richard J. McKenna
Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

031275-0311

NAME OF SUBMITTER:

Richard J. McKenna

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 11, 2012 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. (the "Lender"), for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns.

WHEREAS, ELLICOTT DREDGES, LLC, a Maryland limited liability company, LIQUID WASTE TECHNOLOGY, LLC, a Maryland limited liability company, BALTIMORE DREDGE INTERNATIONAL, INC., a Maryland corporation, ROHR DREDGE NORTH AMERICA, LLC, a Maryland limited liability company, and ROHR INTERNATIONAL DREDGE HOLDINGS, INC., a Maryland corporation (each a "Borrower" and collectively, the "Borrowers"), have entered into an Amended and Restated Credit Agreement, dated as of July 11, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with JPMORGAN CHASE BANK, N.A. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Security Agreement, referred to below;

WHEREAS, each of the Borrowers and their affiliate, ROHR INTERNATIONAL DREDGE CO., LLC, a Maryland limited liability company, is a wholly-owned subsidiary of ELLICOTT DREDGE ENTERPRISES, LLC, a Maryland limited liability company, and thus each Grantor is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, it is a condition precedent to the obligation of the Lender to make extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Security Agreement, dated as of July 11, 2012, in favor of the Lender (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Security Agreement"); and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Guarantee and Security Agreement) of the Grantors to the Lender, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, the right to obtain all renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and all common-law rights related thereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements or dilutions thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trademarks");

(b) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the "Trademark Licenses");

(c) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the "Patent Licenses");

(e) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, any of the foregoing referred to in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all works of authorship and other intellectual property rights therein, (iii) all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights and copyright registrations, (iv) the rights to print, publish and distribute any of the foregoing, (v) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (vi) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements thereof), and (vii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(f) any agreement, whether written or oral, naming any Grantor as licensor or licensee (including, without limitation, any of the foregoing referred to in Schedule I), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (collectively, the "Copyright Licenses");

(g) so long as this Intellectual Property Security Agreement is in effect and so long as Grantor has not received notice from Lender that a Default or Event of Default has occurred, Grantor shall continue to have the exclusive right to use and enforce its Intellectual Property rights and grant licenses with respect to them, and Lender shall have no right to use the Intellectual Property or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Intellectual Property rights to any other person, except in connection with any assignment of Lender's interest in the Credit Agreement and the Loan Documents pursuant to the terms of the Credit Agreement; and

(h) upon satisfaction of all Grantor's obligations to Lender, Lender shall execute and deliver to Grantor all documents reasonably necessary to terminate Lender's interests in the Intellectual Property Collateral.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin without regard to conflicts of law rules that would result in application of a different governing law.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Security

Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

SECTION 6. Further Assurances. Grantors will cooperate with Lender, at their own expense, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of this Intellectual Property Security Agreement.

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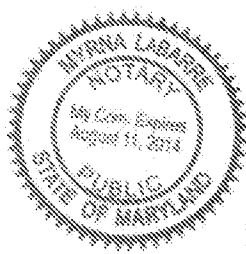
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ELLICOTT DREDGE ENTERPRISES, LLC

By: *P. A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF *Maryland*
COUNTY OF *Anne Arundel* ss.

On this *11th* day of *July*, *2012* before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ellicott Dredge Enterprises, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

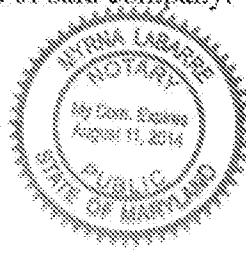


Myrna Labarre
ELLICOTT DREDGES, LLC

By: *P. A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF *Maryland*
COUNTY OF *Anne Arundel* ss.

On this *11th* day of *July*, *2012* before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ellicott Dredges, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



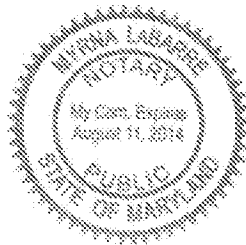
Myrna Labarre

LIQUID WASTE TECHNOLOGY, LLC

By: *Peter A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF Maryland
COUNTY OF Anne Arundel ss.

On this 11th day of July, 2010 before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Liquid Waste Technology, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

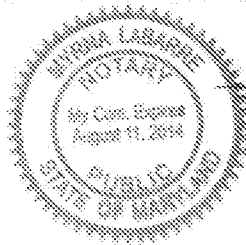


Myra Labaree
BALTIMORE DREDGE INTERNATIONAL, INC.

By: *Peter A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF Maryland
COUNTY OF Anne Arundel ss.

On this 17th day of July, 2010 before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Baltimore Dredge International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Myra Labaree

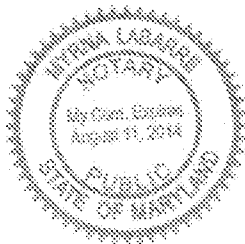
ROHR DREDGE NORTH AMERICA, LLC

By: *P. A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF *Maryland*
COUNTY OF *Anne Arundel*

ss.

On this *17th* day of *July*, *2017* before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rohr Dredge North America, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.



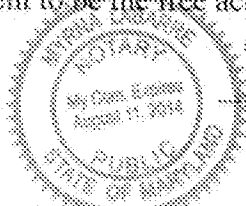
Myrina Lasare
ROHR INTERNATIONAL DREDGE HOLDINGS, INC.

By: *P. A. Bowe*
Name: Peter A. Bowe
Title: President

STATE OF *Maryland*
COUNTY OF *Anne Arundel*

ss.

On this *17th* day of *July*, *2017* before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rohr International Dredge Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Myrina Lasare

Intellectual Property Security Agreement Signature Page

ROHR INTERNATIONAL DREDGE CO., LLC

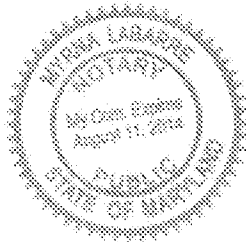
By: *P. A. Bowe*

Name: Peter A. Bowe
Title: President

STATE OF *Maryland*
COUNTY OF *Carroll*

ss.

On this *17th* day of *July* *2012* before me personally appeared Peter A. Bowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rohr International Dredge Co., LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.



Myrka Lagarde

SCHEDULE I**PATENTS**

OWNER	TITLE	FILED DATE	APP. NO.	ISSUED DATE	PAT NO.	STATUS
Ellicott Dredges LLC	DREDGE WITH IMPROVED AUGER SHROUD	06/16/2000	09/595,646	11/20/2001	6,318,005	Issued
Liquid Waste Technology, LLC	WATERCRAFT PROPULSION SYSTEM	03/11/1997	08/814,348	07/21/1998	5,782,660	Issued
Liquid Waste Technology, LLC	NON-BINDING CUTTERHEAD FOR CUTTING AQUATIC VEGETATION	10/29/2010	12/915,995	N/A	N/A	Pending Application
Rohr Dredge North America, LLC	FLOATING GRAB DREDGE AND UNLOADING METHOD THEREFOR	08/24/1990	07/571,778	12/17/1991	5,072,991	Issued
Rohr Dredge North America, LLC	TIPPING GRID FOR FLOATING DREDGES	12/06/1993	08/162,394	06/27/1995	5,427,251	Issued
Rohr Dredge North America, LLC	FLOATING CONVEYOR SYSTEM	06/21/1994	08/262,938	11/12/1996	5,573,363	Issued
Rohr Dredge North America, LLC	DREDGE WITH BI-DIRECTIONAL GRIZZLY	03/13/1995	08/404,176	12/31/1996	5,588,536	Issued
Rohr Dredge North America, LLC	MONITORING DEVICE FOR MOTOR-DRIVEN UNDERWATER GRAB BUCKET DREDGE GEAR	02/11/1999	09/248,344	10/24/2000	6,134,815	Issued
Rohr Dredge North America, LLC	DREDGE WITH AUXILIARY GRIZZLY	10/29/1999	09/429,885	02/13/2001	6,186,336	Issued
Rohr Dredge North America, LLC	HOOK-ON GRAB BUCKET, IN PARTICULAR MOTOR-DRIVEN UNDERWATER GRAB BUCKET	07/06/2004	10/886,224	04/24/2007	7,207,127	Issued

TRADEMARKS

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Ellicott Dredges, LLC	COASTAL DRAGON	07/02/2007	77/220,080	10/21/2008	3,521,803	Registered
Ellicott Dredges, LLC	DRAGON	05/05/1953	71/646,467	03/09/1954	586,574	Registered
Ellicott Dredges, LLC	Dragon Design	05/29/2008	77/485,723	01/13/2009	3,560,558	Registered
Ellicott Dredges, LLC	ELLICOTT DRAGON MODEL & Design	09/24/1958	72/059,458	11/10/1959	687,887	Registered
Ellicott Dredges, LLC	ELLICOTT	05/05/1953	71/646,466	03/09/1954	586,573	Registered
Ellicott Dredges, LLC	JET DRAGON	08/08/2007	77/260,083	04/28/2009	3,613,178	Registered
Ellicott Dredges, LLC	SANDMINER	01/21/2004	78/354,861	02/01/2005	2,924,572	Registered
Ellicott Dredges, LLC	SANDMINER	01/17/2011	85/219,136	08/16/2011	4,011,922	Registered
Ellicott Dredges, LLC	SWINGING-DRAGON	10/04/2006	77/013,342	09/09/2008	3,499,522	Registered
Liquid Waste Technology, LLC	VERSI-DREDGE	11/28/1986	73/632,870	03/01/1988	1,478,297	Registered
Liquid Waste Technology, LLC	IMS & Design	09/25/1995	74/733,473	10/01/1996	2,004,302	Registered
Liquid Waste Technology, LLC	STARWHEEL	05/16/1996	75/106,208	05/04/1999	2,243,055	Registered
Liquid Waste Technology, LLC	TRASHCAT UNITED MARINE INTERNATIONAL & Design	05/23/2001	76/260,735	06/04/2002	2,575,930	Registered
Liquid Waste Technology, LLC	WEEDCAT UNITED MARINE INTERNATIONAL & Design	05/23/2001	76/260,734	07/16/2002	2,594,201	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,644	06/08/2010	3,837,663	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,675	06/08/2010	3,837,666	Registered

Liquid Waste Technology, LLC	LWT	04/18/2012	85/600,774	N/A	N/A	Pending
Liquid Waste Technology, LLC	PIT HOG	04/18/2012	85/600,763	N/A	N/A	Pending