

11/14/2012



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U.S. DEPARTMENT OF COMMERCE
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

R&K FABRICATING, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) AUGUST 13, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other SECURITY AGREEMENT IN LICENSE

2. Name and address of receiving party(ies)

Name: MICHAEL J. DURRSCHMIDT, DISPURsing AGENT

Internal Address: HIRSCH & WESTHEIMER, PC

Street Address: 700 LOUISIANA, 25 FLOOR

City: HOUSTON

State: TEXAS

Country: USA Zip: 77002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,390,325

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: MICHAEL DURRSCHMIDT, TRUSTEE

Internal Address: HIRSCH & WESTHEIMER, PC

Street Address: 700 LOUISIANA, 25 FLOOR

City: HOUSTON

State: TEXAS Zip: 77002

Phone Number: 713.223.5181

Docket Number: _____

Email Address: mdurrschmidt@hirschwest.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

11/14/2012 AMULLINS 00000069 6390325

Authorized User Name _____

01 FL0001

10:00 AM

9. Signature:

Signature

Date

AARON HOMER
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: ☐

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 029364 FRAME: 0066

PATENT SECURITY AGREEMENT

This Patent Security Agreement ("**Agreement**"), dated August, 13 2012, is entered into by and R&K FABRICATING, INC. a Texas corporation having its principal place of business at 3183 South 146, Dayton, Liberty County, Texas, 77535 ("**Grantor**"), and MICHAEL J. DURRSCHMIDT, Disbursing Agent, having a business address of Hirsch & Westheimer, P.C., 700 Louisiana, Suite 2550, Houston, Texas 77002 ("**Grantee**").

Background

Ricardo Gonzalez independently developed and owns one or more patents, designs, trade secrets, and other proprietary information relating to portable, high-capacity tanks primarily for use in hydraulic fracturing operations related to oil and natural gas exploration and production, including (a) existing U.S. patent number 6,390,325, Titled "Portable Tank", (b) any subsequent patent applications, and (c) any divisions, extensions, continuations, continuation in parts, or reissuance of any of the foregoing (the "**Licensed Patent**").

Pursuant to a Patent and Technology License Agreement effective July 12, 2012, Grantor is the exclusive licensee granted by Ricardo Gonzalez, an individual residing at 1715 Lofty Maple, Kingwood, Harris County, Texas, 77345, (the "**License**") of certain rights in the Licensed Patent.

Grantor desires to grant, and Grantee desires to obtain, a lien and security interest in the License as security for the Obligations (as defined in the Chapter 11 Confirmation Order in Case No. 10-33878 in the U.S. Bankruptcy Court for the Southern District of Texas—Houston Division) and Grantee desires to have its lien and security interest in that Patent Collateral confirmed by a document identifying that security interest and in a form as may be recorded in the United States Patent and Trademark Office.

Now, therefore, with the above Background deemed incorporated by reference and made a part of this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. For other good, valuable, and sufficient consideration, the receipt of which is acknowledged, and to secure the Obligations, Grantor does by this Agreement collaterally assign and grant to Grantee a lien and security interest in (a) all of Grantor's right, title, and interest in and to (i) the License, (ii) the Licensed Patent and the inventions described and claimed in that Licensed Patent as defined in the License, (iii) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Licensed Patent, (iv) the rights to use, manufacture, sell, import, or export products and equipment covered by the Licensed Patent, and, (v) proceeds of any and all of the above (which are referred to collectively in this Agreement as the "**Patent Rights**"); and (b) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (which rights, interest, claims, and demands being referred to in this Agreement as the "**Claims**," and the Patent Rights and Claims being collectively referred to as the "**Patent Collateral**").

2. Grantor warrants and represents to Grantee that: (a) Grantor is the true and lawful

exclusive licensee of the Patent Rights, including all rights and interests granted in this Agreement; (b) the Patent Collateral is valid and enforceable; (c) Grantor has full power and authority to execute and deliver this Agreement; (d) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted in this Agreement; and (e) the Patent Rights and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind except to the extent identified in the License.

3. Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will (i) not enter into any agreement, including without limitation, license agreements, which are inconsistent with Grantor's undertakings and covenants under this Patent Security Agreement or which restrict or impair Grantee's rights under this Agreement, and (ii) maintain the Patent Collateral in full force and effect.

4. So long as this Patent Security Agreement is in effect and so long as Grantor has not received notice from Grantee that an Event of Default has occurred under the License and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Patent Rights and grant licenses with respect to them as described in this Agreement, and Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other Person.

5. Grantor agrees not to sell, assign, or further encumber its rights and interests in the Patent Collateral without prior written consent of Grantee, it being understood that Grantor need not seek approval of licenses permitted pursuant to the License.

6. If an Event of Default shall occur under the License, Grantee, as the holder of a security interest under the Uniform Commercial Code as in effect now or in the future in any applicable jurisdiction, may take such action as is permitted by law or equity, in its sole discretion, to foreclose upon or otherwise realize upon the Patent Collateral covered by this Agreement. For those purposes, Grantor here authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in its sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on, and/or file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral to any other person, or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral to any other person. Grantor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable for the life of this Agreement.

(a) Grantor shall at its own expense, to the extent Grantor deems it necessary, diligently file and prosecute all patent applications relating to the inventions

described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all connected fees and disbursements, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of Grantee. Grantor shall not abandon any Patent Collateral without the prior written consent of Grantee, that consent not to be unreasonably withheld.

(b) Any and all fees, costs, and expenses, including reasonable attorney's fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes in that connection) in public offices, any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

7. Grantor shall have the right, with the prior written consent of Grantee, which consent will not be unreasonably withheld, to bring suit in its own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to this suit if Grantee shall be satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Grantee for all damages, costs, and expenses, including reasonable attorney's fees, incurred by Grantee pursuant to this paragraph and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this Agreement.

8. No modification or waiver of any provisions set forth in this Agreement shall be effective unless they shall be in writing and signed by the party against whom enforcement is being sought.

9. If Grantor fails to comply with any of its understandings and covenants under this Agreement, Grantee may at its sole option do so in its name, but at Grantor's expense, and Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorney's fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Patent Collateral.

10. Upon full and unconditional satisfaction of all Grantor's obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Patent Collateral.

11. Grantor here acknowledges and agrees that this Agreement will be recorded in the United States Patent and Trademark Office, and/or to the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Patent Collateral shall be sufficient as a financing statement. Grantor authorizes Grantee to file Financing Statements covering the Patent Collateral on behalf of Grantor and Grantee.


12. This Agreement shall be binding upon Grantor, its successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

13. This Agreement shall be governed by and construed in accordance with the laws of Harris County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed by their duly authorized representatives as of the date first above written.

GRANTOR:

R&K FABRICATING, INC., a Texas corporation

By: 

Name: Richardo Gonzalez

Title: President

Address:

P.O. Box 1146

Dayton, Texas 77535