

## 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
Cuming Corporation	12/19/2012
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6058979
Patent Number:	6827110
Patent Number:	7121767
Patent Number:	7628665
Patent Number:	7988104
Application Number:	12171761
Application Number:	12589016
Application Number:	12804443
Application Number:	10421667
CORRESPONDENCE DATA	
Fax Number:	2122305199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-318-6518
Email:	terrenceboyle@paulhastings.com
Correspondent Name:	Terrence G. Boyle c/o Paul Hastings LLP
Address Line 1:	75 East 55th Street

CH \$360.00 6058979

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

78654.00006

NAME OF SUBMITTER:

Terrence G. Boyle

Total Attachments: 12

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FIRST LIEN PATENT SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012 (this “**Agreement**”), among CUMING CORPORATION, a Massachusetts corporation (the “**Grantor**”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):


all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

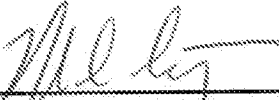
**CUMING CORPORATION,**  
as Grantor

By:   
Name:  
Title: Authorized Signatory

[Signature Page to First Lien Short Form Patent Security Agreement]

**PATENT**  
**REEL: 029530 FRAME: 0125**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS,**  
as Collateral Agent

By:   
Name: Michael Getz  
Title: Vice President

By:   
Name: Erin Morrissey  
Title: Director

[Signature Page to First Lien Short Form Patent Security Agreement]

Schedule I

United States Patents and Pending Patent Applications

<u>Patent</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No. App. No.</u>
Title: "Subsea Pipeline Insulation"	United States	Cuming Corporation.	U.S. 6,058,979
Title: Subsea Insulated Pipeline with Pre-Cured Syntactic Elements and Methods of Manufacture"	United States	Cuming Corporation.	U.S. 6,827,110
Title: "Rugged Foam Buoyancy Modules and Method of Manufacture"	United States	Cuming Corporation.	U.S. 7,121,767
Title: "Streamlined Annular Buoy for Marine Pipelines"	United States	Cuming Corporation.	U.S. Application 12/171,761 (Pub: 2009-0036008)
Title: "Drilling Riser Buoyancy Modules"	United States	Cuming Corporation.	U.S. 7,628,665
Title: "Drilling Riser Auxiliary Clamp with Integral Mux Clamp"	United States	Cuming Corporation.	U.S. 7,988,104
Title: "Continuous Buoyancy"	United States	Cuming Corporation	US Application 12/589,016

<b><u>Patent</u></b>	<b><u>Country</u></b>	<b><u>Record Owner</u></b>	<b><u>Reg. No.</u> <u>App. No.</u></b>
Title: "Drill Riser Buoyancy Modules with Inverted Strakes for Vortex Induced Vibration (VIV) Suppression"	United States	Cuming Corporation	US App 12/804,443
Title: Syntactic Foam with Controlled Crush Strength	United States	Cuming Corporation	US App 10/421,667



SECOND LIEN PATENT SHORT FORM SECURITY AGREEMENT dated as of December 19, 2012 (this “**Agreement**”), among CUMING CORPORATION, a Massachusetts corporation (the “**Grantor**”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR AFG HOLDINGS, Inc., a Delaware corporation (the “**Parent**”), HEAVY METAL MERGER SUB, INC., a Texas corporation (to be merged with and into AMERIFORGE GROUP INC., a Texas corporation) (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of December 19, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

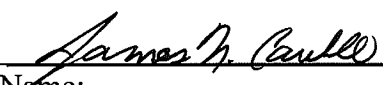
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Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CUMING CORPORATION,**  
as Grantor

By:   
Name:  
Title: Authorized Signatory

[Signature Page to Second Lien Short Form Patent Security Agreement]

**PATENT**  
**REEL: 029530 FRAME: 0131**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS,**  
as Collateral Agent

By: 

Name: Michael Getz

Title: Vice President

By: 

Name: Erin Morrissey

Title: Director

[Signature Page to Second Lien Short Form Patent Security Agreement]

Schedule I

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Title: "Rugged Foam Buoyancy Modules and Method of Manufacture"	United States	Cuming Corporation.	U.S. 7,121,767
Title: "Streamlined Annular Buoy for Marine Pipelines"	United States	Cuming Corporation.	U.S. Application 12/171,761 (Pub: 2009-0036008)
Title: "Drilling Riser Buoyancy Modules"	United States	Cuming Corporation.	U.S. 7,628,665
Title: "Drilling Riser Auxiliary Clamp with Integral Mux Clamp"	United States	Cuming Corporation.	U.S. 7,988,104
Title: "Continuous Buoyancy"	United States	Cuming Corporation	US Application 12/589,016

<u>Patent</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
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Title: Syntactic Foam with Controlled Crush Strength	United States	Cuming Corporation	US App 10/421,667