

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
Alexander/Ryan Marine & Safety LLC	01/31/2013
RECEIVING PARTY DATA	
Name:	BNP Paribas
Street Address:	155 N. Wacker Drive, Suite 4450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6098470
Application Number:	13650393
CORRESPONDENCE DATA	
Fax Number:	2127352000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 735-3736
Email:	smarquez@skadden.com
Correspondent Name:	Ashley M. Lott
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2:	Four Times Square
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	055660/74
NAME OF SUBMITTER:	Ashley M. Lott
Total Attachments: 5 source=Alexander-Ryan to BNP Paribas - Patent Security Agreement#page1.tif source=Alexander-Ryan to BNP Paribas - Patent Security Agreement#page2.tif source=Alexander-Ryan to BNP Paribas - Patent Security Agreement#page3.tif source=Alexander-Ryan to BNP Paribas - Patent Security Agreement#page4.tif source=Alexander-Ryan to BNP Paribas - Patent Security Agreement#page5.tif	

CH \$80.00 6098470

Patent Security Agreement

Patent Security Agreement, dated as of January 31, 2013, by Alexander/Ryan Marine & Safety, L.L.C., a Texas limited liability company, located at 2000 Wayside Drive, Houston, Texas 77011 (the "Assignor"), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 155 N. Wacker Drive, Suite 4450, Chicago, Illinois 60606, in its capacity as collateral agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is party by joinder to a Security Agreement, dated as of August 31, 2009 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement") in favor of the Assignee for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Assignor in, to and under all the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Patent Collateral"):

(a) all issued patents, and all patent applications (whether established, issued, registered or recorded in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Pledged Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than with respect to contingent obligations under indemnification provisions with respect to which no claim is pending) and termination of the Security Agreement, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process.

(a) Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Submission to Jurisdiction. Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable

law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Patent Security Agreement or any other Loan Document shall affect any right that the Collateral Agent may otherwise have to bring any action or proceeding relating to this Patent Security Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Venue. Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document in any court referred to in clause (b) above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

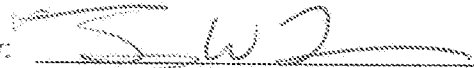
(d) Service of Process. Each party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to this Patent Security Agreement, in the manner provided for notices in the Credit Agreement. Nothing in this Patent Security Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

SECTION 7. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable Requirements of Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Patent Security Agreement, any other Loan Document or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Patent Security Agreement by, among other things, the mutual waivers and certifications in this Section 7.

[signature page follows]

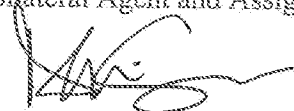
IN WITNESS WHEREOF, Assignor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALEXANDER/RYAN MARINE &
SAFETY L.L.C.,
as Assignor

By: 
Name: Francis Quinn
Title: Treasurer and Secretary

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By: 
Name: DAVIN LEHWELSON
Title: VICE PRESIDENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Alexander/Ryan Marine & Safety, L.L.C.*	6,098,470	Method and Apparatus for Testing Hook Release

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
Alexander/Ryan Marine & Safety, L.L.C.*	13/650393	Hand Protection Safety Apparatus for Use with Sheaves and Pulleys

* f/k/a Alexander/Ryan Marine & Safety Co.