

## 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
Willbros Group, Inc.	08/07/2013
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent
Street Address:	901 Main Street, 11th Floor
Internal Address:	TX1-492-11-23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 33	
Property Type	Number
Patent Number:	7544105
Patent Number:	7344396
Patent Number:	7658629
Patent Number:	7331806
Patent Number:	6697712
Patent Number:	5585726
Patent Number:	7256350
Patent Number:	6543550
Patent Number:	6517366
Patent Number:	6929492
Patent Number:	6162491
Patent Number:	6809523
Patent Number:	6646451
Patent Number:	5907128

OP \$1320.00 7544105

Patent Number:	6489554
Patent Number:	7621767
Patent Number:	6024515
Patent Number:	7959477
Patent Number:	7777131
Patent Number:	7723611
Patent Number:	7704087
Patent Number:	8344252
Application Number:	12605964
Application Number:	12820886
Application Number:	13157227
Application Number:	13460641
Application Number:	61585572
Application Number:	13737786
Application Number:	13452474
Application Number:	61686041
Application Number:	13667952
Application Number:	13843708
Application Number:	13069252

#### CORRESPONDENCE DATA

Fax Number: 2149997919

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-220-7919

Email: jucooper@velaw.com

Correspondent Name: Julie H. Cooper

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	BAN177/81008
NAME OF SUBMITTER:	Julie H. Cooper
Signature:	/Julie H. Cooper/
Date:	08/20/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 10

**PATENT**  
**REEL: 031058 FRAME: 0050**

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PATENT SECURITY AGREEMENT dated as of August 7, 2013 (this "Agreement"), among Willbros Group, Inc., a Delaware corporation (the "Parent"), the subsidiaries of the Parent listed on the signature pages hereto (together with the Parent, the "Grantors") and Bank of America, N.A. ("BAML"), as Agent.

Reference is made to the Loan, Security and Guaranty Agreement dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among certain Subsidiaries of the Parent, as U.S. Borrowers (the "U.S. Borrowers"), Willbros Construction Services (Canada), L.P., as Canadian Borrower (together with the U.S. Borrowers, the "Borrowers"), Parent and certain Subsidiaries of the Parent, as Guarantors, certain financial institutions, as Lenders (the "Lenders"), and BAML, as Agent (the "Agent").

The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are Borrowers or Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral"), other than any such assets that constitute Excluded Property:

- (a) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I hereto; and
- (b) 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. Furtherance of Interests. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among BAML, as Agent for the ABL Secured Parties, JPMorgan Chase Bank, N.A., as Term Loan Agent for the Term Loan Secured Parties, and each of the Grantors (as defined therein) party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.


[Signature Pages Follow]

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

**WILLBROS GROUP, INC.**, a Delaware Corporation

**TRAFFORD CORPORATION**, a Pennsylvania Corporation

**UTILX CORPORATION**, a Delaware Corporation

By:   
Name: Richard W. Russler  
Title: Treasurer of each of the above-listed entities

**BANK OF AMERICA, N.A.**, as Agent

By: \_\_\_\_\_  
Name: Laura Wieland  
Title: Vice President

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

**WILLBROS GROUP, INC.**, a Delaware Corporation

**TRAFFORD CORPORATION**, a Pennsylvania Corporation

**UTILX CORPORATION**, a Delaware Corporation

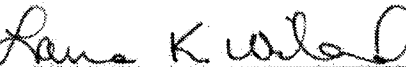
By: \_\_\_\_\_

Name: Richard W. Russler

Title: Treasurer of each of the above listed entities

**BANK OF AMERICA, N.A.**, as Agent

By: \_\_\_\_\_



Name: Laura K. Wieland

Title: Vice President

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 031058 FRAME: 0055**

# SCHEDULE I

## Patents

Patents granted by the US Patent and Trademark Office:

<u>Registered Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UTILX Corporation	Cable and Cable Connection Assembly	USA	7544105 6/9/2009 8/23/2025	Issued
UTILX Corporation	Cable Connection Assembly	USA	7344396 3/18/2008 8/23/2025	Issued
UTILX Corporation	Cable Connection Assembly	USA	7658629 2/9/2010 8/23/2025	Issued
UTILX Corporation	Cable Connectors With Internal Fluid Reservoirs	USA	7331806 2/19/2008 11/1/2024	Issued
UTILX Corporation	Distributed Cable Feed System and Method	USA	6697712 2/24/2004 4/24/2020	Issued
UTILX Corporation	Electronic Guidance System and Method for Locating a Discrete In-Ground Boring Device	USA	5585726 12/17/1996 5/26/2015	Issued
UTILX Corporation	Fluid Reservoir for a Cable Span	USA	7256350 8/14/2007 4/19/2025	Issued
UTILX Corporation	Long Range Electronic Guidance System for Locating a Discrete In-Ground Boring Device	USA	6543550 4/8/2003 12/21/2020	Issued
UTILX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6517366 2/11/2003 2/6/2021	Issued



<u>Registered Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UTILX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6929492 8/16/2005 12/28/2022	Issued
UTILX Corporation	Method of Suppressing Supersaturation in Underground Electrical Cables	USA	6162491 12/19/2000 9/21/2019	Issued
UTILX Corporation	On-Line Detection of Partial Discharge in Electrical Power Systems	USA	6809523 10/26/2004 3/12/2021	Issued
UTILX Corporation	Time Domain Reflectometer Display Method	USA	6646451 11/11/2003 12/6/2020	Issued
UTILX Corporation	Cable Connector with Fluid Injection Port	USA	5907128 5/25/99 2/13/2017	Issued
UTILX Corporation	Connections and Terminations for Cables	USA	6489554 12/3/02 10/11/2020	Issued
UTILX Corporation	Cable Connection Assembly	USA	7621767 11/24/2009 8/23/2025	Issued
Trafford Corporation	Live Service Pipe Insertion Apparatus and Method	USA	6024515 2/15/2000 3/4/2017	Issued
UTILX Corporation	Cable Termination Connection Assembly	USA	7959477 6/14/2011 8/20/2029	Issued
UTILX Corporation	Composition and Method for Restoring an Electrical Cable and Inhibiting Corrosion in the Aluminum Conductor Core	USA	7777131 8/17/2010 1/20/2029	Issued

<b><u>Registered Owner</u></b>	<b><u>Title</u></b>	<b><u>Country</u></b>	<b><u>Patent No./ Issue Date/ Exp. Date</u></b>	<b><u>Status</u></b>
UTILX Corporation	Cable Connector Having Fluid Reservoir	USA	7723611 5/25/2010 4/19/2025	Issued
UTILX Corporation	Check Valve for Charge Tank	USA	7704087 4/27/2010 3/22/2028	Issued
UTILX Corporation	Cable Splice Connection Assembly	USA	8344252 01/01/2013 12/09/2030	Issued

Patent Applications filed with US Patent and Trademark Office:

<b><u>Applicant</u></b>	<b><u>Title</u></b>	<b><u>Country</u></b>	<b><u>Appl. No. Date Filed</u></b>	<b><u>Status</u></b>
UTILX Corporation	Synchronizer for a Data Acquisition System	USA	12/605964 10/26/2009	Pending
UTILX Corporation	On-Line Time Domain Reflectometer System	USA	12/820886 06/22/2010	Pending
UTILX Corporation	Systems and Methods Employing Time Domain Reflectometry	USA	13/157227 6/9/2011	Pending
UTILX Corporation	In-Situ Data Acquisition Systems and Methods	USA	13/460641 4/30/2012	Pending
UTILX Corporation	Method of Analyzing and Locating Partial Discharges in an Electric Apparatus With Phase Resolved Spectrum	USA	61/585572 1/11/2012  Converted to Utility application 13/737786 01/09/2013	Pending
UTILX Corporation	Valve Assembly	USA	13/452474 4/20/2012	Pending

<u><b>Applicant</b></u>	<u><b>Title</b></u>	<u><b>Country</b></u>	<u><b>Appl. No. Date Filed</b></u>	<u><b>Status</b></u>
Willbros Group, Inc.	Representation of Remote Assets System and Method	USA	61/686,041	Provisional/ Pending
UTILX Corporation	High Performance Sensor For Partial Discharge Signal-analyzing Systems	USA	13/667952 11/02/2012	Pending
UTILX Corporation	Injection Protocol	USA	13/843708 03/15/2013	Pending
UTILX Corporation and Dow Corning Corporation	Electrical Cable Restoration Fluid	USA	13/069252	Pending

Patents granted by the Canadian Intellectual Property Office:

<u><b>Owner</b></u>	<u><b>Title</b></u>	<u><b>Country</b></u>	<u><b>Patent / Application No.</b></u>	<u><b>Filing Date</b></u>	<u><b>Status</b></u>
UTILX CORPORATION	ELECTRICAL CABLE RESTORATION FLUID	CANADA	2606434	2006-04-28	Good Standing
UTILX CORPORATION	ON-LINE TIME DOMAIN REFLECTOMETER SYSTEM	CANADA	2765194	2010-06-22	Good Standing
UTILX CORPORATION	ON-LINE DETECTION OF PARTIAL DISCHARGE IN ELECTRICAL POWER SYSTEMS	CANADA	2273526	1999-06-03	Lapsed
UTILX CORPORATION	CABLE CONNECTION ASSEMBLY ADAPTED TO RECEIVE A PRESSURIZED FLUID	CANADA	2744829	2006-04-18	Good Standing
UTILX CORPORATION	SYSTEMS AND METHODS EMPLOYING TIME DOMAIN REFLECTOMETRY	CANADA	2742667	2011-06-09	Good Standing
UTILX CORPORATION	CABLE CONNECTION ASSEMBLY ADAPTED TO RECEIVE A	CANADA	2745002	2006-04-18	Good Standing

<b><u>Owner</u></b>	<b><u>Title</u></b>	<b><u>Country</u></b>	<b><u>Patent / Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>
	PRESSURIZED FLUID				
UTILX CORPORATION	CABLE CONNECTION ASSEMBLY	CANADA	2617417	2006-04-18	Good Standing
UTILX CORPORATION	FLUID RESERVOIR FOR A CABLE SPAN	CANADA	2605028	2006-04-17	Good Standing
UTILX CORPORATION	CABLE CONNECTOR HAVING FLUID RESERVOIR	CANADA	2604945	2006-04-17	Good Standing
UTILX CORPORATION	CABLE CONNECTOR WITH FLUID INJECTION PORT	CANADA	2280899	1998-02-12	Good Standing
UTILX CORPORATION	TIME DOMAIN REFLECTOMETER DISPLAY METHOD	CANADA	2393405	2000-12-06	Good Standing
UTILX CORPORATION	SYNCHRONIZER FOR A DATA ACQUISITION SYSTEM	CANADA	2683871	2009-10-26	Good Standing
UTILX CORPORATION	METHOD OF SUPPRESSING SUPERSATURATIO N IN UNDERGROUND ELECTRICAL CABLES	CANADA	2345026	1999-09-22	Good Standing
UTILX CORPORATION	CONNECTIONS AND TERMINATIONS FOR CABLES	CANADA	2386210	2000-10-11	Lapsed
UTILX CORPORATION	WIRE ROPE LUBRICATION	CANADA	2388661	2000-11-13	Lapsed
UTILX CORPORATION	FLOW-THROUGH CABLE	CANADA	2381423	2000-08-10	Lapsed
UTILX CORPORATION	CABLE FLUID INJECTION SLEEVE	CANADA	2333370	1999-05-26	Lapsed
UTILX CORPORATION	DEVICE FOR LOCATING A BORING MACHINE	CANADA	2025088	1990-09-11	Lapsed
UTILX CORPORATION	CURRENT SENSING ALARM ARRANGEMENT FOR MONITORING THE PRESENCE OF HIGH VOLTAGE	CANADA	1265582	1987-05-21	Lapsed
UTILX CORPORATION	ABOVE-GROUND ARRANGEMENT FOR AND METHOD OF LOCATING A DISCRETE	CANADA	1267707	1987-05-21	Lapsed

<u>Owner</u>	<u>Title</u>	<u>Country</u>	<u>Patent / Application No.</u>	<u>Filing Date</u>	<u>Status</u>
	INGROUND BORING DEVICE				

Patent applications filed with the Canadian Intellectual Property Office:

<u>Applicant</u>	<u>Title</u>	<u>Country</u>	<u>Patent / Application No.</u>	<u>Filing Date</u>	<u>Status</u>
UTILX CORPORATION	VALVE ASSEMBLY	CANADA	2810685	2013-03-26	Pending