

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
U.S. Water Services, Inc.	08/23/2013
RECEIVING PARTY DATA	
Name:	Golub Capital LLC, as administrative agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8039244
Patent Number:	8250931
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	337968-94
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/26/2013

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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of August 23, 2013, is between **U.S. WATER SERVICES, INC.**, a Minnesota corporation ("Grantor"), and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

### RECITALS

**WHEREAS**, Grantor owns the Patent registrations and Patent applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto, and the Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents and applications for Patents, and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created, acquired or arising:

- (1) each Patent and application for Patent owned by Grantor, including, without limitation, the Patents and applications for Patents listed on **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Patent owned by Grantor, including, without limitation, the Patents and applications for Patents referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the 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.

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**U.S. WATER SERVICES, INC., a  
Minnesota corporation**

By: 

Name: Patrick O'Keefe

Title: Vice President

Acknowledged:

**GOLUB CAPITAL LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1 to Patent Security Agreement

<b>Title of Patent</b>	<b>Registration Number</b>	<b>Date Issued</b>
“Reducing Insoluble Deposit Formation In Ethanol Production”	8,039,244	10/18/2011
“Methods And Compositions For Inhibiting Corrosion In Non-Aqueous, Non-Conductive Liquids”	8,250,931	08/28/2012