

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2595541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RES ENERGY SOLUTIONS, LLC	10/28/2013
RECEIVING PARTY DATA	
Name:	COMERICA BANK, AS AGENT
Street Address:	1508 WEST MOCKINGBIRD LANE
Internal Address:	MC 6583
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75235
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12381717
CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
Phone:	734-930-0121
Email:	asujek@bodmanlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ANGELA ALVAREZ SUJEK - BODMAN PLC
Address Line 1:	201 SOUTH DIVISION, SUITE 400
Address Line 4:	ANN ARBOR, MICHIGAN 48104
NAME OF SUBMITTER:	ANGELA ALVAREZ SUJEK
Signature:	/Angela Alvarez Sujek/
Date:	10/29/2013
Total Attachments: 6 source=IDG -- RES Energy Solutions - executed Patent Security Agreement (2)#page1.tif	

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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of October 28, 2013, between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, Industrial Distribution Group, Inc. ("IDG"), IDG USA, LLC ("IDG USA" and together with IDG, the "Borrowers" and each a "Borrower"), and Eiger Holdco, LLC ("Holdings"), the financial institutions signatory thereto (the "Lenders") and Comerica Bank, as Administrative Agent for the Lenders (the "Agent") executed that certain Fourth Amended and Restated Credit Agreement dated as of October 28, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances and to provide for the issuance of Letters of Credit as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor, the Borrowers and certain other of their affiliates and/or subsidiaries have executed and delivered that certain Third Amended and Restated Security Agreement dated as of October 28, 2013 to the Secured Party for the benefit of the Lenders (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party, for the benefit of the Lenders, a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Lenders, and grant to the Secured Party for the benefit of the Lenders a security interest in, all of the following property of the Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements (the "Patent Licenses") with any other Person in connection with any of the Patents or such other Person's patents, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on ***Schedule 1.1*** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation, (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTOR:

RES ENERGY SOLUTIONS, LLC

By: James C. Melton
Name: James C. Melton
Title: Executive Vice-President & CFO

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Name: Steven Colwick
Title: Vice President – Texas Division

SCHEDULE 1.1
PATENT COLLATERAL

Title	App. No.	Filing Date
Secure weather containment system - enviro tank	12/381717	3/16/09