

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2750842

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDED AND RESTATED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATIONAL RESPONSE CORPORATION	03/03/2014
RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE, 28TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8449768
CORRESPONDENCE DATA	
Fax Number:	(213)687-5600
Phone:	(213) 655-5239
Email:	daniel.walbrun@skadden.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DANIEL W. WALBRUN
Address Line 1:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Address Line 2:	300 SOUTH GRAND AVENUE, SUITE 3400
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	055660/134
NAME OF SUBMITTER:	DANIEL W. WALBRUN
Signature:	/Daniel W. Walbrun/
Date:	03/03/2014

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 5**

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**First Amended and Restated Patent Security Agreement**

**First Amended and Restated Patent Security Agreement**, dated as of March 3, 2014 (this “Patent Security Agreement”), by National Response Corporation, a Delaware corporation, located at 3500 Sunrise Highway, Great River, New York 11739 (the “Assignor”), in favor of BNP PARIBAS, a societe anoyne or limited liability banking corporation organized under the laws of the Republic of France, located at 787 Seventh Avenue, 28<sup>th</sup> Floor, New York, NY 10019, in its capacity as collateral agent pursuant to that certain First Amended and Restated Credit Agreement, dated as of March 3, 2014 (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, NRC Environmental Services Inc., a Washington corporation and wholly-owned subsidiary of the Assignor, executed and delivered that certain Patent Security Agreement, dated as of March 19, 2012 (as amended, restated, amended and restated, supplemented or other modified from time to time prior to the date hereof, the “Original PSA”), in favor of the Assignee, which such Original PSA was recorded with the United States Patent and Trademark Office at Reel 028856 / Frame 0656 on August 27, 2012.

WHEREAS, the Assignor is party to a First Amended and Restated Security Agreement, dated as of March 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”), made by NRC US Holding Company, LLC, a Delaware limited liability company, JFL-NRC Holdings, LLC, a Delaware limited liability company, and the Subsidiary Guarantors from to time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

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

WHEREAS, the Assignee has agreed to release the Original PSA and the parties hereto have agreed to execute, deliver and file 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 the 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 patents issued or assigned to, and all patent applications and registrations (whether established or 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 the 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 the 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. When the applicable conditions set forth in Section 11.4 to the Security Agreement have been satisfied, 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

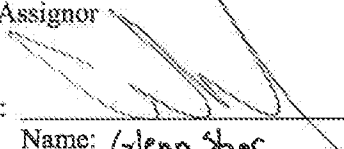
SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 11.7 of the Security Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

SECTION 7. Amendment and Restatement. This Patent Security Agreement, as it relates to the Assignor, amends, restates, supersedes, and replaces in its entirety the Existing PSA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

NATIONAL RESPONSE CORPORATION,  
as Assignor


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

Name: *Glenn Shar*

Title: *Secretary*

Accepted and Agreed:

BNP PARIBAS,  
as Collateral Agent and Assignee

By: 

Name: Michael C. Colias  
Title: Managing Director

By: 

Name: Davin Engelson  
Title: Vice President

**SCHEDULE I**  
**to**  
**FIRST AMENDED AND RESTATED PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**Patent Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>NAME</b>
National Response Corporation	US 8,449,768 B2	Automatic Tilting Oil Skimmer Frame