

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2771761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
S.M. STOLLER CORPORATION			01/29/2014
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	P.O. BOX 2558		
Internal Address:	LIEN PERFECTION UNIT		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77252		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	7186994		
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	F148920		
NAME OF SUBMITTER:	KATHERINE STEWART		
SIGNATURE:	/Katherine Stewart/		
DATE SIGNED:	03/17/2014		
Total Attachments: 5			
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PATENT

PATENT SECURITY AGREEMENT

January 29, 2014

WHEREAS, The S. M. Stoller Corporation, a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, HUNTINGTON INGALLS INDUSTRIES, INC. (the “**Borrower**”), the Lenders party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, Issuing Bank and Swingline Lender, and WELLS FARGO BANK, N.A., as Swingline Lender, are parties to that certain Amended and Restated Credit Agreement dated as of November 6, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of March 30, 2011 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, for the benefit of the Secured Parties, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the 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 now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License under which exclusive rights are granted to the Grantor, including, without limitation, each Patent License identified in Schedule 1 hereto under which a United States Patent (including a pending patent application) is exclusively licensed to the Grantor; and
- (iii) all Proceeds of the foregoing.

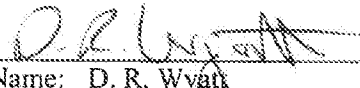
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows.]

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

THE S. M. STOLLER CORPORATION

By: 
Name: D. R. Wyatt
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Signature Page to Patent Security Agreement – The S. M. Stoller Corporation


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

THE S. M. STOLLER CORPORATION

By: _____
Name: D. R. Wyatt
Title: Treasurer

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: BRUCE S. BORDEN
Title: EXECUTIVE DIRECTOR

Signature Page to Patent Security Agreement—The S. M. Stoller Corporation

**Schedule 1
to Patent
Security Agreement**

THE S. M. STOLLER CORPORATION

UNITED STATES PATENTS AND DESIGN PATENTS

Patent No.	Issued	Expiration	Title
7,186,994	March 6, 2007	February 5, 2024	Container for transport of hazardous materials

UNITED STATES PATENT APPLICATIONS

Case No.	Serial No.	Date	Filing Title
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**PATENT LICENSES (INFORMATION REGARDING PATENTS SHOULD BE
INCLUDED)**

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Patent or Serial No.
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