

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3149325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WILLBROS GROUP, INC.	12/15/2014
TRAFFORD CORPORATION	12/15/2014
UTILX CORPORATION	12/15/2014
WILLBROS ENGINEERS (U.S.), LLC	12/15/2014

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN ST, FLOOR 7
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 32

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
Patent Number:	6489554
Patent Number:	7621767
Patent Number:	6024515
Patent Number:	7959477

PATENT

Property Type	Number
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:	13452474
Application Number:	13667952
Application Number:	13843708
Application Number:	13069252
Application Number:	13737786
Application Number:	08799547

CORRESPONDENCE DATA

Fax Number: (617)526-9899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: CHRISTINE SLATTERY

Address Line 1: PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 43082/030

NAME OF SUBMITTER: CHRISTINE SLATTERY

SIGNATURE: /Christine Slattery/

DATE SIGNED: 12/16/2014

Total Attachments: 7

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Grant of Security Interest in Patent Rights

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of December 15, 2014 is made by Willbros Group, Inc., a Delaware corporation, with an address at 4400 Post Oak Parkway, Suite 1000, Houston, TX 77027, Trafford Corporation, a Pennsylvania corporation, with an address at 350 Presto-Sygan Road, Bridgeville, PA, 15017, UTILX Corporation, a Delaware corporation, with an address at 22820 Russell Road, Kent, WA, 98032 and Willbros Engineers (U.S.), LLC, a Delaware limited liability company, with an address at 2087 East 71st Street, Tulsa, OK 74136 (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at 10 South Dearborn St, Floor 7, Chicago, IL 60603, as Administrative Agent (in such capacity, the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 15, 2014 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Guarantors, the Lenders, the Administrative Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain subsidiaries of the Grantors have executed and delivered a Security Agreement, dated as of December 15, 2014 (as amended and restated from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Patents and Patent Licenses; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, 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 or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantors’ Obligations, a security interest in all of their right, title and interest in, to and under the Grantors’ Patents and Patent

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Licenses (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Patents and Patent Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) 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 terms of the Security Agreement, the terms of the Security Agreement shall govern.


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 Bank of America, N.A. 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.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

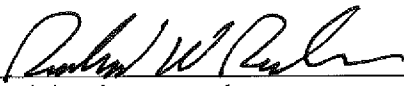
SECTION 7. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.

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.


WILLBROS GROUP, INC.

By: 
Name: Richard W. Russler
Title: Treasurer


TRAFFORD CORPORATION

By: 
Name: Richard W. Russler
Title: Treasurer

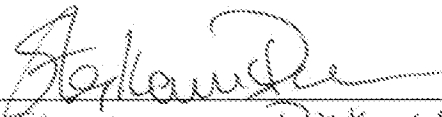
UTILX CORPORATION

By: 
Name: Richard W. Russler
Title: Treasurer

WILLBROS ENGINEERS (U.S.), LLC

By: 
Name: Richard W. Russler
Title: Treasurer

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

By: 
Name: Stephanie Dickson
Title: AVP

U.S. Issued Patents and Patent Applications

Patents granted by the US Patent and Trademark Office:

<u>Registered Owner/Grantor</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 06/09/2009 08/23/2025	Issued
UTILX Corporation	Cable Connection Assembly	USA	7344396 03/18/2008 08/23/2025	Issued
UTILX Corporation	Cable Connection Assembly	USA	7658629 02/09/2010 08/23/2025	Issued
UTILX Corporation	Cable Connectors With Internal Fluid Reservoirs	USA	7331806 02/19/2008 11/01/2024	Issued
UTILX Corporation	Distributed Cable Feed System and Method	USA	6697712 02/24/2004 04/24/2020	Issued
UTILX Corporation	Electronic Guidance System and Method for Locating a Discrete In-Ground Boring Device	USA	5585726 12/17/1996 05/26/2015	Issued
UTILX Corporation	Fluid Reservoir for a Cable Span	USA	7256350 08/14/2007 04/19/2025	Issued
UTILX Corporation	Long Range Electronic Guidance System for Locating a Discrete In-Ground Boring Device	USA	6543550 04/08/2003 12/21/2020	Issued
UTILX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6517366 02/11/2003 02/6/2021	Issued
UTILX Corporation	Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	USA	6929492 08/16/2005 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 03/12/2021	Issued
UTILX Corporation	Time Domain Reflectometer Display Method	USA	6646451 11/11/2003 12/6/2020	Issued

SCHEDULE A

<u>Registered Owner/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Patent No./ Issue Date/ Exp. Date</u>	<u>Status</u>
UTILX Corporation	Cable Connector with Fluid Injection Port	USA	5907128 05/25/99 02/13/2017	Issued
UTILX Corporation	Connections and Terminations for Cables	USA	6489554 12/03/02 10/11/2020	Issued
UTILX Corporation	Cable Connection Assembly	USA	7621767 11/24/2009 08/23/2025	Issued
Trafford Corporation	Live Service Pipe Insertion Apparatus and Method	USA	6024515 02/15/2000 03/04/2017	Issued
UTILX Corporation	Cable Termination Connection Assembly	USA	7959477 06/14/2011 08/20/2029	Issued
UTILX Corporation	Composition and Method for Restoring an Electrical Cable and Inhibiting Corrosion in the Aluminum Conductor Core	USA	7777131 08/17/2010 01/20/2029	Issued
UTILX Corporation	Cable Connector Having Fluid Reservoir	USA	7723611 05/25/2010 04/19/2025	Issued
UTILX Corporation	Check Valve for Charge Tank	USA	7704087 04/27/2010 03/22/2028	Issued
UTILX Corporation	Cable Splice Connection Assembly	USA	8344252 01/01/2013 12/09/2030	Issued
Willbros Group, Inc.	None.	N/A	N/A	N/A
Willbros Engineers (U.S.), LLC	None.	N/A	N/A	N/A

Patent Applications filed with US Patent and Trademark Office:

<u>Applicant/ Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Appl. No. Date Filed</u>	<u>Status</u>	<u>Publication Number/Date</u>
UTILX Corporation	Synchronizer for a Data Acquisition System	USA	12/605964 10/26/2009	Pending	20100250159 09/30/2010
UTILX Corporation	On-Line Time Domain Reflectometer System	USA	12/820886 06/22/2010	Pending	20110043244 02/24/2011

SCHEDULE A

<u>Applicant/ Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Appl. No. Date Filed</u>	<u>Status</u>	<u>Publication Number/Date</u>
UTILX Corporation	Systems and Methods Employing Time Domain Reflectometry	USA	13/157227 6/9/2011	Pending	20110304340 12/15/2011
UTILX Corporation	In-Situ Data Acquisition Systems and Methods	USA	13/460641 04/30/2012	Pending	20130073231 03/21/2013
UTILX Corporation	System of Analyzing and Locating Partial Discharges	USA	61/585572 01/11/2012 Converted to Utility application 13/737786 01/09/2013	Pending	20130179100 07/11/2013
UTILX Corporation	Valve Assembly	USA	13/452474 04/20/2012	Pending	20130276907 10/24/2013
UTILX Corporation	High Performance Sensor For Partial Discharge Signal-analyzing Systems	USA	13/667952 11/02/2012	Pending	20140125353 05/08/2014
UTILX Corporation	Injection Protocol	USA	13/843708 03/15/2013	Pending	20140266271 09/18/2014
UTILX Corporation and Dow Corning Corporation	Electrical Cable Restoration Fluid	USA	3/069252	Pending	20110171369 07/14/2011
Willbros Group, Inc.	None.	N/A	N/A	N/A	N/A
Willbros Engineers (U.S.), LLC	None.	N/A	N/A	N/A	N/A

Patent Licenses

(1) Owner: *Raychem Corporation**

U.S. Pat. App. 08/799547 and any patents resulting from such application
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*Raychem and UTILX were joint contributors to this invention and Raychem assigned all ownership rights to UTILX.