

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3137046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PSC INDUSTRIAL OUTSOURCING, LP	12/05/2014
RECEIVING PARTY DATA	
Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6127934
Patent Number:	6069002
Patent Number:	5634962
Patent Number:	5728193
Patent Number:	5356482
Patent Number:	5389156
Patent Number:	5425814
Patent Number:	5460331
Application Number:	13402343
Application Number:	13751484
Application Number:	14107510
CORRESPONDENCE DATA	
Fax Number:	(703)770-7901
<i>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.</i>	
Phone:	7037707900
Email:	fabienne.legrand@pillsburylaw.com
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN, LLP
Address Line 1:	P.O. BOX 10500
Address Line 4:	MCLEAN, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	042802-0000233

PATENT

NAME OF SUBMITTER:	PATRICK A DOODY
SIGNATURE:	/Patrick A. Doody/
DATE SIGNED:	12/08/2014
Total Attachments: 7 source=SecondLienIntellectualPropertySecurityAgreement#page1.tif source=SecondLienIntellectualPropertySecurityAgreement#page2.tif source=SecondLienIntellectualPropertySecurityAgreement#page3.tif source=SecondLienIntellectualPropertySecurityAgreement#page4.tif source=SecondLienIntellectualPropertySecurityAgreement#page5.tif source=SecondLienIntellectualPropertySecurityAgreement#page6.tif source=SecondLienIntellectualPropertySecurityAgreement#page7.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 5, 2014, is made by the Persons listed on the signature pages hereof (the “Grantor”) in favor of BNP PARIBAS, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WHEREAS, PSC PURCHASER CORP., a Delaware corporation, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation, LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC. and PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership, have entered into that certain Second Lien Term Loan Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”), with BNP PARIBAS, as Administrative Agent, and each other Agent and Lender from time to time party thereto. Capitalized terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Term Loan Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of December 5, 2014 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1.01. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

Section 1.04. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 1.05. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

PSC INDUSTRIAL OUTSOURCING, LP
By: PSC Industrial, Inc., its general partner

By 
Name: Jeffrey A. Stocks
Title: Chief Financial Officer

Address for Notices:
5151 San Felipe, Suite 1100
Houston, TX 77506

BNP PARIBAS, as Collateral Agent

By: 

Name: David Sommer

Title: Managing Director

By: 

Name: Michael Ramhild

Title: Director

Schedule A

United States Patents

Registered Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
PSC Industrial Outsourcing, LP	United States	Truck grounding system	6,127,934	10/3/2000
PSC Industrial Outsourcing, LP	United States	System and process for in tank treatment of crude oil sludges to recover hydrocarbons and aid in materials separation	6,069,002	5/30/2000
PSC Industrial Outsourcing, LP	United States	Method for removing hazardous gases from enclosed structures.	5,634,962	6/3/1997
PSC Industrial Outsourcing, LP	United States	Process for recovering metals from iron oxide bearing masses.	5,728,193	3/17/1998
PSC Industrial Outsourcing, LP	United States	Process for vessel decontamination	5,356,482	10/18/1994 ¹
PSC Industrial Outsourcing, LP	United States	Decontamination of hydrocarbon process equipment	5,389,156	2/14/1995 ¹
PSC Industrial Outsourcing, LP	United States	Method for quick turnaround of hydrocarbon processing units	5,425,814	6/20/1995 ¹
PSC Industrial Outsourcing, LP	United States	Apparatus for dispersion of sludge in a crude oil storage tank	5,460,331	10/24/1995 ¹

¹ Expired patent but within damages recovery period under 35 U.S.C. 286.

Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Patent</u>	<u>App. No.</u>	<u>Pub. Date</u>	<u>Pub. No.</u>
PSC Industrial Outsourcing, LP	United States	System and method of job safety analysis	13/402,343	7/11/2013	2013179359
PSC Industrial Outsourcing, LP	United States	System and method for electronic time reconciliation	13/751,484	8/1/2013	2013198049
PSC Industrial Outsourcing, LP	United States	Water blasting safety system	14/107,510	Pending	20140203103

Schedule B

United States Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PSC Industrial Outsourcing, LP	United States	LIFE GUARD	1883110	3/7/1995
PSC Industrial Outsourcing, LP	United States	PSC	2320352	2/22/2000
PSC Industrial Outsourcing, LP	United States	PSC and Design	3329226	11/06/2007
PSC Industrial Outsourcing, LP	United States	TOUGH ON TANKS, CLEANER, FASTER, SAFER	3551918	12/23/2008
PSC Industrial Outsourcing, LP	United States	PSC and Design	4224179	10/16/2012
PSC Industrial Outsourcing, LP	United States	LIVEGREENNOW	4321637	4/16/2013
PSC Industrial Outsourcing, LP	United States	PROVIDING TOMORROW'S SOLUTION TODAY	4165292	6/26/2012
PSC Industrial Outsourcing, LP	United States	PSC RHINO and Design	4185308	8/7/2012
PSC Industrial Outsourcing, LP	United States	PSC ROBOJET and Design	3469449	7/15/2008
PSC Industrial Outsourcing, LP	United States	ROBOJET	3548243	12/16/2008

Trademark Applications

None.

Schedule C

United States Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PSC Industrial Outsourcing, LP as successor to APLC, Inc.	United States	Hydroblasting Safety and Orientation	PAu002043992	10/30/1995
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Tube Bundles Det Cord	VAu000486794	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Installing Det Cord	VAu000486795	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Det Cord Blasting	VAu000486796	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Hot Stick Deslagging	VAu000486797	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip ST, Inc.	United States	Clean Tube Bundle	VAu000484712	11/24/2000
PSC Industrial Outsourcing, LP as successor to Philip ST, Inc.	United States	Dirty Tube Bundle	VAu000484713	11/24/2000
PSC Industrial Outsourcing, LP as successor to Advanced Environmental Systems	United States	MSBR Wastewater Treatment Technology	VA0000517119	7/27/1992
PSC Industrial Outsourcing, LP as successor to Advanced Environmental Systems	United States	MSBR Flow Control	VA0000517121	7/27/1992