

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3231973

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAYNE CHRISTENSEN COMPANY	02/17/2015
INLINER TECHNOLOGIES, LLC	02/17/2015
CHRISTENSEN BOYLES CORPORATION	02/17/2015
LAYNE INLINER, LLC	02/17/2015
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	5645377
Patent Number:	7769574
Patent Number:	5958110
Patent Number:	6119458
Patent Number:	6796139
Patent Number:	6142232
Patent Number:	5988284
Patent Number:	7988437
Patent Number:	6533035
Patent Number:	7588744
Patent Number:	6120214
Patent Number:	6942426
Application Number:	14165053
Application Number:	13025241
Application Number:	13082837
Patent Number:	5597005

PATENT

Property Type	Number
Patent Number:	6468389
Patent Number:	7438501
Application Number:	62000585

CORRESPONDENCE DATA

Fax Number: (215)832-5619
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: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE, 8TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14080
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	02/19/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6
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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

This First Amendment to Patent Security Agreement (this "First Amendment"), dated the 17th day of February, 2015, by and among LAYNE CHRISTENSEN COMPANY, a Delaware corporation, INLINER TECHNOLOGIES, LLC, an Indiana limited liability company, CHRISTENSEN BOYLES CORPORATION, a Delaware corporation (each an "Existing Pledgor" and collectively, the "Existing Pledgors"), LAYNE INLINER, LLC, an Indiana limited liability company ("Joining Pledgor", and together with the Existing Pledgors, each a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (in such capacity, the "Agent") pursuant to the Credit Agreement dated as of April 15, 2014 among the Administrative Borrower, the Co-Borrowers party thereto, the Subsidiary Guarantors party thereto (as each term is defined therein), the Agent and the lending institutions and other entities from time to time party thereto (the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, (i) each Existing Pledgor and Agent entered into that certain Patent Security Agreement, dated as of April 15, 2014 (as amended, modified, supplemented or restated from time to time, the "Patent Security Agreement"), pursuant to which, among other things, each Existing Pledgor granted to Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of such Existing Pledgor's Patent Collateral and (ii) each Pledgor and Agent entered into that certain Security Agreement (the "Security Agreement"), dated as of April 15, 2014, pursuant to which, among other things, each Pledgor granted to Agent, for the ratable benefit of Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of such Pledgor's Collateral.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms used herein which are defined in the Patent Security Agreement shall have the same meaning herein as in the Patent Security Agreement unless the context clearly indicates otherwise.

2. **Joinder.** Upon the Effective Date (as defined below), Joining Pledgor joins in as, assumes the obligations and liabilities of, adopts the obligations, liabilities and role of, and becomes, a Pledgor under the Patent Security Agreement. All references to Pledgor or Pledgors contained in the Patent Security Agreement are hereby deemed for all purposes to also refer to and include Joining Pledgor as a Pledgor and Joining Pledgor hereby agrees with all terms and conditions of the Patent Security Agreement as if Joining Pledgor were an original signatory thereto.

3. **Amendments.** The effective date of this First Amendment shall be the date on which the Fifth Amendment to the Credit Agreement becomes effective in accordance with the terms set forth therein (the "Effective Date"). As of the Effective Date, the Patent Security Agreement is amended as follows:

(a) Schedule 1 attached to the Patent Security Agreement shall be replaced in its entirety with a new Schedule 1 attached hereto as Exhibit A.

4. **Security Agreement.** Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted pursuant to the Patent Security Agreement are more fully set forth in the Security Agreement.

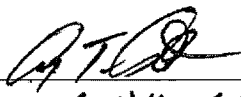
5. **Counterparts.** This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed to be an original, but all such counterparts shall constitute but one and the same instrument.

Signature Pages Follow

IN WITNESS WHEREOF, each Pledgor has caused this First Amendment to Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS


LAYNE CHRISTENSEN COMPANY
INLINER TECHNOLOGIES, LLC
CHRISTENSEN BOYLES CORPORATION
LAYNE INLINER, LLC

By: 
Name: ANDY ATCHISON
Title: SVP + CFO

[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT SECURITY AGREEMENT]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: ROBERT ARCHAMBAULT
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 035059 FRAME: 0820

EXHIBIT A

SCHEDULE 1
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

<u>OWNER</u>	<u>TITLE</u>	<u>PATENT NO./ APPLICATION NO.</u>	<u>COUNTRY</u>
Christensen Boyles Corporation	Apparatus for Insitu Remediation of Waste Through Multi-Point Injection	5,645,377	United States
Layne Christensen Company	Bessel Analytic Element System and Method for Collector Well Placement	7,769,574	United States
Layne Christensen Company	Evaporative Process for the Regeneration of Aqueous Glycol	5,958,110	United States
Layne Christensen Company	Immiscible, Direct Contact, Floating Bed Enhanced, Liquid/Liquid Heat Transfer Process	6,119,458	United States
Layne Christensen Company	Method and Apparatus for Artificial Ground Freezing	6,796,139	United States
Layne Christensen Company	Method and Apparatus for Cleaning Wells	6,142,232	United States
Layne Christensen Company	Method and Apparatus for Enhancing Well Performance	5,988,284	United States
Layne Christensen Company	Method and Apparatus for Installing Flexible Linings in Underground Pipes	7,988,437	United States
Layne Christensen Company	Method and Apparatus for Stimulating Well Production	6,533,035	United States

Layne Christensen Company	Method of Recovering Phosphate for Reuse as a Fertilizer	7,588,744	United States
Layne Christensen Company	Process for Constructing Reinforced Subterranean Columns	6,120,214	United States
Layne Inliner, LLC (f/k/a Reynolds Inliner, LLC)	Process and Apparatus for Repairing Pipes	6,942,426	United States
Layne Christensen Company	Automated Rod Manipulator	14/165,053	United States
Layne Christensen Company	In-Pipe Eversion Device and Method of Use	13/025,241	United States
Layne Christensen Company	Sonic Drill Head	13/082,837	United States
Layne Christensen Company	Automotive Hail Protection and Shade Canopy	5,597,005	United States
Layne Christensen Company	Undulating Membrane Surface for Evaporative Processes	6,468,389	United States
Layne Christensen Company	Ground Freezing Installation Accommodating Thermal Contraction of Metal Feed Pipes	7,438,501	United States
Layne Christensen Company	Stimulation of Heap Leach Pads Via High Pressure Jetting	62/000,585	United States