

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3385429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HEIL TRAILER INTERNATIONAL, LLC	06/04/2015
SERVA CORPORATION	06/04/2015
SERVA GROUP LLC	06/04/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALLY BANK, AS AGENT
<b>Street Address:</b>	1185 AVENUE OF THE AMERICAS, 2ND FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>PROPERTY NUMBERS Total: 25</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13909786
Application Number:	14218136
Patent Number:	8684448
Patent Number:	6802638
Patent Number:	7029165
Patent Number:	6749330
Patent Number:	7475910
Patent Number:	6726409
Patent Number:	7223013
Patent Number:	7419296
Patent Number:	7581872
Patent Number:	8267183
Patent Number:	8191620
Patent Number:	7278811
Patent Number:	6789565
Patent Number:	6994100
Patent Number:	6644844
Patent Number:	6095365

PATENT

Property Type	Number
Patent Number:	6457630
Application Number:	14467763
Patent Number:	6948887
Patent Number:	8944490
Patent Number:	6079461
Patent Number:	7811064
Patent Number:	8668466

#### CORRESPONDENCE DATA

##### Fax Number:

*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.*

Email: michael.barys@thomsonreuters.com  
Correspondent Name: JAMES MURRAY  
Address Line 1: 4400 EASTON COMMONS WAY SUITE 125  
Address Line 2: CT CORPORATION  
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: JAMES MURRAY

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/05/2015

##### Total Attachments: 9

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Continuation of the information in Item 1 (Patent Recordation form cover sheet HEIL TRAILER INTERNATIONAL, LLC (conveying party #1)

**Name of Additional Conveying Parties:**

2. SERVA CORPORATION
3. SERVA GROUP LLC

## GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of June 4, 2015, by each of the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of ALLY BANK, as Agent.

### WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 4, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), among HEIL TRAILER INTERNATIONAL, LLC, a Delaware limited liability company, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and ALLY BANK, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by such Grantor (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth in Schedule I.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests 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 that any

provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of 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 instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.


6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally Bank, as Agent, pursuant to this Patent Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Bank, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination Agreement and the terms of this Patent Security Agreement, the terms of the Subordination Agreement shall govern and control.


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

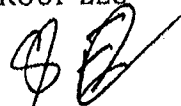
HEIL TRAILER INTERNATIONAL, LLC

By:   
Name: Stanley Edme  
Title: Assistant Secretary

SERVA CORPORATION

By:   
Name: Stanley Edme  
Title: Corporate Secretary

SERVA GROUP LLC

By:   
Name: Stanley Edme  
Title: Corporate Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,

as Agent

By: 

Name: Eric S. Miller

Title: Managing Director

Ally Corporate Finance

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**PATENT APPLICATIONS AND ISSUED PATENTS**

OWNER	TITLE	COUNTRY	APP. NO.	APP. / FILING DATE	PATENT / PUB. NO.	ISSUE/REG. / PUB. DATE
Heil Trailer International Co.	Container for Particulate Material	USA	13/909,786	6/4/2013	20140353999	12/4/2014
Heil Trailer International, LLC	Aerodynamic fairings for trailer	USA	14/218,136	3/18/2014	20140284963	9/25/2014
Heil Trailer International, LLC	AERODYNAMIC FAIRINGS FOR TRAILERS	USA	13/682,904	11/21/2012	8684448	4/1/2014
SERVA CORPORATION	AUTOMATICALLY ADJUSTING ANNULAR JET MIXER	USA	10/002,445	10/26/2001	6802638	10/12/2004
SERVA CORPORATION	AUTOMATICALLY ADJUSTING ANNULAR JET MIXER	USA	10/820,892	4/8/2004	7029165	4/18/2006
SERVA CORPORATION	CEMENT MIXING SYSTEM FOR OIL WELL CEMENTING	USA	09/999,339	11/1/2001	6749330	6/15/2004
Heil Trailer International, LLC	CONTAINER HAVING INTERNAL BULKHEAD	USA	11/113,284	4/25/2005	7475910	1/13/2009
Heil Trailer International, LLC	COOLING SYSTEM FOR PNEUMATIC UNLOADING OF CONTAINER	USA	10/033,448	12/27/2001	6726409	4/27/2004

[Schedule I to Patent Security Agreement]



SERVA CORPORATI ON	FIRST IN FIRST OUT HYDRATION TANKS	USA	10/820,6 02	4/8/2004	7223013	5/29/2007
SERVA CORPORATI ON	GEL MIXING SYSTEM	USA	11/113,7 27	4/25/2005	7419296	9/2/2008
SERVA CORPORATI ON	GEL MIXING SYSTEM	USA	11/364,7 05	2/28/2006	7581872	9/1/2009
SERVA GROUP LLC	GRIPPER FOR COILED TUBING INJECTIONS (CONTINUATI ON OF 12/550,067)	USA	13/465,0 87	5/7/2012	8267183	9/18/2012
SERVA GROUP LLC	GRIPPER FOR COILED TUBING INJECTIONS	USA	12/550,0 67	8/28/2009	8191620	6/5/2012
Heil Trailer International, LLC	LAND AND SEA TRANSPORT SYSTEM FOR PARTICULAT E MATERIALS	USA	10/825,0 11	4/15/2004	7278811	10/9/2007
SERVA CORPORATI ON	METERING VALVE	USA	10/151,7 37	5/20/2002	6789565	9/14/2004
SERVA CORPORATI ON	METERING VALVE	USA	10/822,5 74	4/12/2004	6994100	2/7/2006
SERVA GROUP LLC	MOBILE BLENDING APPARATUS	USA	10/370,6 72	2/21/2003	6644844	11/11/2003
Heil Trailer International, LLC	PIVOTING HATCH COVER ASSEMBLY	USA	09/138,9 33	8/24/1998	6095365	8/1/2000
Heil Trailer International, LLC	TANK TRAILER CONSTRUCTI ON	USA	09/608,4 33	6/30/2000	6457630	10/1/2002

[Schedule I to Patent Security Agreement]

Heil Trailer International, LLC	Tank trailer having integrated heat panels	USA	14/467,763	08/25/2014		
Heil Trailer International, LLC	TRANSPORT CONTAINER HAVING COMPARTMENTS THAT CAN BE INDIVIDUALLY PRESSURIZED	USA	10/422,517	4/24/2003	6948887	9/27/2005
Heil Trailer International, LLC	Undercarriage fairings for trailers	USA	13/682,918	11/21/2012	8944490	2/3/2015
Heil Trailer International, LLC	USE OF INERT GAS IN TRANSFER OF COMMUNICATED PRODUCT TO TANK	USA	09/257,651	3/2/1999	6079461	6/27/2000
SERVA CORPORATION	VARIABLE DISPLACEMENT RECIPROCATING PUMP	USA	11/206,731	8/18/2005	7811064	10/12/2010
SERVA CORPORATION	VARIABLE DISPLACEMENT RECIPROCATING PUMP (CONTINUATION OF 11/206,731)	USA	12/902,031	10/11/2010	8668466	3/11/2014

[Schedule I to Patent Security Agreement]