

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3605943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT - FIRST LIEN		
CONVEYING PARTY DATA			
Name			Execution Date
NAUTRONIX (HOLDINGS) LIMITED			11/06/2015
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	452 FIFTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	7382687		
Patent Number:	7379388		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<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>			
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Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
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ATTORNEY DOCKET NUMBER:	001470/0011		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		
SIGNATURE:	/gd/		
DATE SIGNED:	11/06/2015		
Total Attachments: 5			
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FIRST LIEN PATENT SHORT FORM SECURITY AGREEMENT dated as of November 6, 2015, (this “**Agreement**”), among Nautronix (Holdings) Limited, a limited liability company incorporated under the laws of Scotland (the “**Grantor**”), and HSBC Bank USA, National Association, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. First Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**U.S. First Lien Security Agreement**”), among, inter alia, ProServ Global Inc., a Delaware corporation (“**Holdings**”), Proserv US LLC, a Delaware limited liability company (the “**U.S. Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the First Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, inter alia, Holdings, the U.S. Borrower, ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the “**U.K. Borrower**”), Proserv Delaware LLC, a Delaware limited liability company (the “**U.K. Co-Borrower**”, and together with the U.K. Borrower, the “**U.K. Borrowers**”, and together with the U.S. Borrower, the “**Borrowers**”, and each a “**Borrower**”), the other Guarantors from time to time party thereto, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein and (c) the Bond and Floating Charge, dated on or about the date hereof (the “**Bond and Floating Charge**”), granted by the Grantor in favor of the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. First Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. First Lien Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the U.K. Obligations (as defined in the Credit Agreement), including the Guaranty, the Grantor, pursuant to the Bond and Floating Charge, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the Bond and Floating Charge. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Bond and Floating Charge, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Bond and Floating Charge, the terms of the Bond and Floating Charge shall govern.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

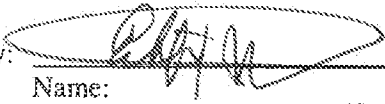
NAUTRONIX (HOLDINGS) LIMITED
as Grantor

By: D. W.
Name: Davis Larssen
Title: Director

First Lien Patent Security Agreement

PATENT
REEL: 037059 FRAME: 0375

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: ECLIFF JACKMAN
VICE PRESIDENT

United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
Underwater station	Nautronix (Holdings) Limited	7,382,687
Positioning system	Nautronix (Holdings) Limited	7,379,388