

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4256971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
APACHE INDUSTRIAL SERVICES, INC.	02/02/2017
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14051286
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	TDinh@mofo.com
Correspondent Name:	MORRISON & FOERSTER LLP
Address Line 1:	425 MARKET STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	60931-8
NAME OF SUBMITTER:	TUAN DINH
SIGNATURE:	/Tuan Dinh/
DATE SIGNED:	02/02/2017
Total Attachments: 5	
source=Project Warrior - AIS Short Form Patent Security Agreement#page1.tif	
source=Project Warrior - AIS Short Form Patent Security Agreement#page2.tif	
source=Project Warrior - AIS Short Form Patent Security Agreement#page3.tif	
source=Project Warrior - AIS Short Form Patent Security Agreement#page4.tif	
source=Project Warrior - AIS Short Form Patent Security Agreement#page5.tif	

Patent Security Agreement

Patent Security Agreement, dated as of February 2, 2017, by Apache Industrial Services, Inc., a Delaware corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (the "Agent").

WITNESSETH:

Whereas, the Pledgor is party to a Security Agreement, dated as of January 31, 2017 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent (on behalf of the Lenders), pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, therefore, in consideration of the premises, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I₁ attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date, the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement shall be automatically released in accordance with the terms of the Security Agreement and the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing such release.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Receipt of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall constitute effective legal delivery thereof and shall be deemed an original signature hereunder for all purposes

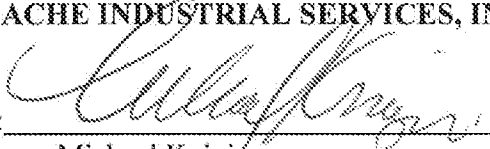
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

APACHE INDUSTRIAL SERVICES, INC.

By: 

Name: Michael Knigin

Title: Chief Executive Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:

Title:

[Signature Page of Apache Industrial Services Patent Security Agreement]

PATENT
REEL: 041160 FRAME: 0588

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

Very truly yours,

APACHE INDUSTRIAL SERVICES, INC.

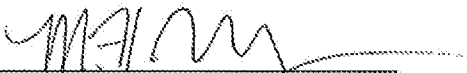
By: _____

Name:

Title:

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Meghan H. McCauley

Title: Assistant Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
Apache Industrial Services, Inc.	14051286	SCAFFOLD BRACKET