

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4331267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LAYNE CHRISTENSEN COMPANY	08/17/2015
CHRISTENSEN BOYLES CORPORATION	08/17/2015
INLINER TECHNOLOGIES, LLC	08/17/2015
LAYNE INLINER, LLC	08/17/2015
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 18	
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:	6942426
Patent Number:	5597005
Patent Number:	6468389
Patent Number:	7438501
Application Number:	14164053
Application Number:	13025241

Property Type	Number
Application Number:	13082837
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

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-14080
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/22/2017

Total Attachments: 6

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SECOND AMENDMENT TO PATENT SECURITY AGREEMENT

This Second Amendment to Patent Security Agreement (this "Second Amendment"), dated the 17th day of August, 2015 (the "Effective Date"), by and among LAYNE CHRISTENSEN COMPANY, a Delaware corporation, INLINER TECHNOLOGIES, LLC, an Indiana limited liability company, CHRISTENSEN BOYLES CORPORATION, a Delaware corporation, LAYNE INLINER, LLC, an Indiana limited liability company (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 Pledgor and Agent are a party to that certain Patent Security Agreement, dated as of April 15, 2014 (as amended, modified, supplemented or restated from time to time and by the First Amendment to Patent Security Agreement, dated as of February 17, 2015, the "Patent Security Agreement"), pursuant to which, among other things, each 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 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 the 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.

WHEREAS, Pledgors request that the Agent enter into this Second Amendment in order to effectuate, evidence and record the release and reassignment to the Pledgors of any and all right, title and interest the Agent and the Secured Parties may have in U.S. Patent No. 6,120,214 pursuant to the Security Agreement and Patent Security Agreement.

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. **Release.** As of the Effective Date, Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Patent Security Agreement and the Security Agreement in any and all right, title and interest of the Pledgors, and reassigns to the Pledgors any and all right, title and interest that it may have, in, to and under the following:

(a) U.S. Patent No. 6,120,214 titled Process for Constructing Reinforced Subterranean Columns;

(b) all rights of any kind whatsoever of such Pledgors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Further Assurances.** Agent agrees to take all further actions, and provide to the Pledgors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Second Amendment.

4. **Amendments.** 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.

5. **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.

6. **Counterparts.** This Second 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, Agent has caused this Second Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Victor Alarcon


Title: Senior Vice President

[SIGNATURE PAGE TO SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


Accepted and Agreed:

PLEDGORS

LAYNE CHRISTENSEN COMPANY

By: 
Name: J. Michael Anderson
Title: Senior Vice President and Chief Financial Officer

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

By: 
Name: J. Michael Anderson
Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO SECOND AMENDMENT TO PATENT SECURITY AGREEMENT]

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 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	14/164,053	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