

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4472333

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GREENE'S ENERGY GROUP, LLC	06/21/2017
RECEIVING PARTY DATA		
Name:	GACP FINANCE CO., LLC, AS AGENT	
Street Address:	11100 SANTA MONICA BOULEVARD, SUITE 800	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90025	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8731849	
Patent Number:	9174146	
Patent Number:	8667963	
Patent Number:	8814992	
Application Number:	13118963	
CORRESPONDENCE DATA		
Fax Number:	(212)303-7064	
<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>		
Phone:	212.318.6824	
Email:	christinedionne@paulhastings.com	
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
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ATTORNEY DOCKET NUMBER:	90029.00017	
NAME OF SUBMITTER:	CHRISTINE DIONNE	
SIGNATURE:	/CHRISTINE DIONNE/	
DATE SIGNED:	06/22/2017	
Total Attachments: 6		
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PATENT SHORT FORM SECURITY AGREEMENT

PATENT SHORT FORM SECURITY AGREEMENT dated as of June 21, 2017, (this “**Agreement**”), among GREENE’S ENERGY GROUP, LLC, a Texas limited liability company (the “**Grantor**”) and GACP FINANCE CO., LLC, as agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Security Agreement dated as of June 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, as Borrower, GREENE’S HOLDING CORPORATION, a Delaware corporation (“**Parent**”), GEG GP HOLDINGS, L.L.C., a Texas limited liability company (“**GEG Holdings**”), any other Grantors from time to time party hereto and the Agent (b) the Term Loan and Bridge Loan Credit Agreement, dated as of June 21, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Parent, GEG Holdings, the Lenders, Agent, as Agent for the Lenders and Agent for the Secured Parties, and others. The Lenders have agreed to extend credit to the Grantor 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 will derive substantial benefits from the extension of credit 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 Security Agreement. The rules of construction specified in Section 1.01(c) of the 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 Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the 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 under the laws of the United States; (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the “**Patents**”); and

(b) all rights and privileges arising under applicable Law with respect to the Grantor’s use of any Patents;

(c) all inventions and improvements described and claimed therein;

(d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto;

(e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof;

(f) all rights corresponding thereto throughout the world; and

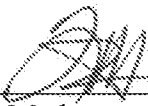
(g) all rights to sue for past, present or future infringements thereof.

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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

GREENE'S ENERGY GROUP, LLC

By: 
Name: Frank Mathews
Title: President and Chief Operating Officer

GACP FINANCE CO., LLC, as Agent

By: _____

Name: _____

Title: _____

John Ahn

John Ahn

President

[Signature Page -- Patent Security Agreement]

PATENT
REEL: 042781 FRAME: 0939

Schedule I

Issued Patents

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
US	8,731,849	20 May 2014	Hydrostatic Pressure Testing System and Method
Australia	2011207613	17 July 2014	Hydrostatic Pressure Testing System and Method
US	9,174,146	3 November 2015	Closed Gas Buster Separation System and Method
US	8,667,963	11 March 2014	Flange Bolt Cutter
US	8,814,992	26 August 2014	Gas Expansion Cooling Method

Pending Patent Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
Europe	EP11735045.4	18 January 2011	Hydrostatic Pressure Testing System and Method
Mexico	12/08064	11 July 2012	Hydrostatic Pressure Testing System and Method
Brazil	1120120176722	17 July 2012	Hydrostatic Pressure Testing System and Method
Singapore	182565	1 February 2015	Hydrostatic Pressure Testing System and Method
Canada	2,785,759	18 January 2011	Hydrostatic Pressure Testing System and Method
UAE	753/2012	18 July 2012	Hydrostatic Pressure Testing System and Method
Malaysia	PI 2012003217	13 July 2012	Hydrostatic Pressure Testing System and Method
US	13/118,963	31 May 2011	Wastewater Treatment System and Method
Brazil	1120120306316		Wastewater Treatment System and Method
Canada	2798494		Wastewater Treatment System and Method
Europe	11790280.9		Wastewater Treatment

[Schedule – Patent Security Agreement]

			System and Method
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[Schedule – Patent Security Agreement]

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RECORDED: 06/22/2017

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