PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5913624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AES-EOT EQUIPMENT HOLDINGS, LLC	01/14/2020

RECEIVING PARTY DATA

Name:	ACQUA LIANA CAPITAL PARTNERS, LLC
Street Address:	150 YORK STREET, STE 410
City:	TORONTO
State/Country:	ONTARIO
Postal Code:	M5H 3S5

PROPERTY NUMBERS Total: 35

Property Type	Number
Application Number:	14795564
Application Number:	15688075
Application Number:	15701720
Application Number:	15853613
Patent Number:	7922424
Patent Number:	7645093
Patent Number:	7823632
Patent Number:	8622078
Patent Number:	8616811
Patent Number:	9175534
Patent Number:	8475081
Patent Number:	8109693
Patent Number:	9103088
Patent Number:	8333211
Patent Number:	8465227
Patent Number:	8869899
Patent Number:	8707979
Patent Number:	9145749
Patent Number:	8696245
Patent Number:	9482380

Property Type	Number
Patent Number:	9028172
Patent Number:	9194525
Patent Number:	9759030
Patent Number:	9291016
Patent Number:	9446535
Patent Number:	9631337
Patent Number:	9599253
Patent Number:	9745812
Patent Number:	9851038
Patent Number:	10036225
Patent Number:	10018005
Patent Number:	9919370
Patent Number:	10301890
Application Number:	16030802
Application Number:	16048688

CORRESPONDENCE DATA

Fax Number: (714)668-6355

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.

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ATTORNEY DOCKET NUMBER:	92928-00029 SCHWARTZ
NAME OF SUBMITTER:	SUNNY E. LEE
SIGNATURE:	/S/ SUNNY E. LEE
DATE SIGNED:	01/15/2020

Total Attachments: 13
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 14th day of January, 2020, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **ACQUA LIANA CAPITAL PARTNERS, LLC**, a Texas limited liability company ("Acqua Liana"), in its capacity as collateral agent for each of the Lending Parties (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Junior Loan Agreement"), by and among **AES DECOM HOLDINGS, LLC**, a Louisiana limited liability company ("AES Decom"), **AES-EOT EQUIPMENT HOLDINGS, LLC**, a Louisiana limited liability company ("AES-EOT"), **DICKSON ROAD INVESTMENTS, LLC**, a Louisiana limited liability company ("Dickson Road"), **TRITON EQUIPMENT HOLDINGS, LLC**, a Louisiana limited liability company ("Triton Equipment"), **EXPLORER DSV HOLDINGS, LLC**, a Louisiana limited liability company ("Explorer DSV"), **PATRIOT DSV HOLDINGS, LLC**, a Louisiana limited liability company ("Patriot DSV"), **TRITON HEDRON, LLC**, a Louisiana limited liability company ("Triton Hedron", together with AES Decom, AES-EOT, Dickson Road, Triton Equipment, Explorer DSV, Patriot DSV and any other Persons that become a "Borrower" thereunder, each a "Borrower", and collectively, jointly and severally, the "Borrowers"), **HEAVY LIFT HOLDINGS, LLC**, a Louisiana limited liability company ("Heavy Lift", together with any other Persons that become a "Parent" thereunder, each a "Parent", and collectively, jointly and severally, the "Parents"), the several entities from time to time party hereto as Lenders, and Acqua Liana, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, and the Lenders, collectively, the "Lending Parties"), the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Junior Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of January 14, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Junior Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Junior Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lending Parties, this Patent Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Junior Guaranty and Security Agreement or, if not defined therein, in the Junior Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Junior Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lending Parties,

to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the other members of the Lending Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Junior Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Junior Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Junior Guaranty and Security Agreement, the Junior Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE JUNIOR GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AES-EOT EQUIPMENT HOLDINGS, LLC, a Louisiana limited liability company

By: _____
Name: Eric Trosclair
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ACQUA LIANA CAPITAL PARTNERS, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AES-EOT EQUIPMENT HOLDINGS, LLC, a Louisiana limited liability company

By:_____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ACQUA LIANA CAPITAL PARTNERS, LLC, a Texas limited liability company

By:_____
Name: David A. Wiley
Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Patent	Country	Application No.	Publication/Patent No.	Publication/Issue Date
Method and apparatus for salvaging an oil well tubulars	US	14/795564	9963943	05/08/2018
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	15/688075	2018/0135373	05/17/2018
Method and Apparatus for Controlled or Programmable Cutting of Multiple Nested Tubulars	US	15/701720	2018/0106122	04/19/2018
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	Australia	AU2010023 6832	WO2010/120516	10/21/2010
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	US	15/853613	10253587	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	12/142,893	7922424	

METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	EP	EP2010076 4860	WO2010/120516	10/21/2010
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	EP	EP2009076 3819	EP2358972	12/17/2009
Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Indonesia	ID2011W38 56	ID201300610	02/28/2013
Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms And/or Tubing for Overturned Wells or Platforms	Malaysia	MYPI 2011004641		

METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS.	Mexico	MX2011010 394	WO2010US29389	04/02/2012
Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Mexico	MX2011001 0394	MX322837	08/15/2014
Method and apparatus of hot tapping multiple coaxial or nested strings of underwater piping and/or tubing for overturned wells or platforms	New Zealand	NZ595582	NZ59558210	12/24/2014
Method and Apparatus of Hot Tapping Multiple Coaxial or Nested Strings of Underwater Piping And/or Tubing for Overturned Wells or Platforms	Thailand		118172	11/30/2012

Hot tapping system of coaxial or nested strings of underwater piping and/or tubing for overturned well or platform has clamp connected to exterior pipe, which has plate with opening and swiveling connection supported next to plate opening	Vietnam	VN2011290 9	VN28911	02/27/2012
ARTICULATING BAND SAW AND METHOD	US	12/170,004	7645093	
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	12/540,924	7823632	
APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	12/751,200	8622078	
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	12/751,418	8616811	
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	12/878,738	9175534	

ARTICULATING BAND SAW AND METHOD	US	12/976,731	8475081	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/084,726	8109693	
INTERNAL JACKET LEG CUTTER AND METHOD	US	13/153,562	9103088	
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	13/248,781	8333211	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/367,492	8465227	
METHOD FOR PULLING A CROWN PLUG	US	13/400,187	8869899	
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	13/717,890	8707979	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	13/920,447	9145749	
ARTICULATING BAND SAW AND METHOD	US	13/933,212	8696245	

ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	14/144,942	9482380	
ARTICULATING BAND SAW AND METHOD	US	14/253,215	9028172	
METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	14/263,088	9194525	
METHOD AND APPARATUS FOR CONTROLLED OR PROGRAMMABLE CUTTING OF MULTIPLE NESTED TUBULARS	US	14/381,184	9759030	
METHOD FOR PULLING A CROWN PLUG FROM A SUBSEA TREE	US	14/525,776	9291016	
ARTICULATING BAND SAW AND METHOD	US	14/709,917	9446535	
INTERNAL JACKET LEG CUTTER AND METHOD	US	14/823,642	9631337	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	14/868,866	9599253	
METHOD AND APPARATUS FOR PROGRAMMABLE ROBOTIC ROTARY MILL CUTTING OF MULTIPLE NESTED TUBULARS	US	14/931,100	9745812	

METHOD AND APPARATUS OF HOT TAPPING MULTIPLE COAXIAL OR NESTED STRINGS OF UNDERWATER PIPING AND/OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	14/950,908	9851038	
METHOD AND APPARATUS FOR PULLING A CROWN PLUG	US	15/076,926	10036225	
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	15/340,073	10018005	
METHOD OF CUTTING TARGET MEMBERS USING A CUTTING SAW DEVICE	US	15/462,980	9919370	
METHOD AND APPARATUS FOR SALVAGING AN OIL WELL TUBULARS	US	15/972,486	10301890	
ARTICULATING DRILL METHOD AND APPARATUS FOR CUTTING OPENINGS IN NESTED STRINGS OF UNDERWATER PIPING AND OR TUBING FOR OVERTURNED WELLS OR PLATFORMS	US	16/030,802	-	
METHOD AND APPARATUS FOR PULLING A CROWN PLUG	US	16/048,688	-	

Patent Licenses

None.