

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Third Amended and Restated Patent, Trademark and Copyright Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Greene's Energy Group, LLC		06/22/2012	LIMITED LIABILITY COMPANY: TEXAS
	Devin International, Inc.		06/22/2012	CORPORATION: LOUISIANA
RECEIVING PARTY DATA				
Name:	PNC Bank, National Association			
Street Address:	249 Fifth Avenue			
City:	Pittsburgh			
State/Country:	PENNSYLVANIA			
Postal Code:	15222			
Entity Type:	Bank: UNITED STATES			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3917981	HYDROMAESTRO	
	Registration Number:	3967478	TAPS	
	Registration Number:	3957981	HYDROMAESTRO ULTRA-HYDROSTATIC TESTING FROM GREENE'S ENERGY GROUP	
CORRESPONDENCE DATA				
Fax Number:	4125621041			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-562-1637			
Email:	vicki.cremonese@bipc.com			
Correspondent Name:	Michael L. Dever			
Address Line 1:	301 Grant Street			
Address Line 2:	20th Floor			
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219			

CH \$90.00 3917981

ATTORNEY DOCKET NUMBER:	0011046-301099
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	06/26/2012
<p><b>Total Attachments: 19</b></p> <p>source=pnc-greene energy third amended security agreement#page1.tif  source=pnc-greene energy third amended security agreement#page2.tif  source=pnc-greene energy third amended security agreement#page3.tif  source=pnc-greene energy third amended security agreement#page4.tif  source=pnc-greene energy third amended security agreement#page5.tif  source=pnc-greene energy third amended security agreement#page6.tif  source=pnc-greene energy third amended security agreement#page7.tif  source=pnc-greene energy third amended security agreement#page8.tif  source=pnc-greene energy third amended security agreement#page9.tif  source=pnc-greene energy third amended security agreement#page10.tif  source=pnc-greene energy third amended security agreement#page11.tif  source=pnc-greene energy third amended security agreement#page12.tif  source=pnc-greene energy third amended security agreement#page13.tif  source=pnc-greene energy third amended security agreement#page14.tif  source=pnc-greene energy third amended security agreement#page15.tif  source=pnc-greene energy third amended security agreement#page16.tif  source=pnc-greene energy third amended security agreement#page17.tif  source=pnc-greene energy third amended security agreement#page18.tif  source=pnc-greene energy third amended security agreement#page19.tif</p>	

**THIRD AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**THIS THIRD AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of June 22, 2012, is entered into by and among **GREENE'S ENERGY GROUP, LLC**, a Texas limited liability company (the "Borrower"), and **EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO** (each, a "Pledgor" and collectively, the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Administrative Agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of June 22, 2012 by and among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein;

WHEREAS, this Agreement amends and restates the Second Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of January 31, 2011, among the Pledgors party thereto and the Administrative Agent (the "Original Patent, Trademark and Copyright Security Agreement"), thereby continuing to secure all of the Debt (as hereinafter defined) under the Credit Agreement and the other Loan Documents, all as otherwise more fully described herein in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders, or any of their respective Affiliates or any other Person providing any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product as set forth in the Credit Agreement, in any such case, arising out of any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent, such Lenders, such Affiliates or such other Persons pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights. Notwithstanding the foregoing and only with respect to contracts and licenses which exist on the Closing Date, if the foregoing grant of a security interest in favor of the Administrative Agent would cause such contracts and licenses to be void pursuant to the terms of such contracts and licenses (subject to any limitations in Article 9 of the Code with respect to the effect of such restrictions on the collateral assignment of such contracts and licenses), then the grant of a security interest in such

contracts and licenses shall be postponed to the extent of such terms until such time as the grant of the security interest would not cause such contracts and licenses to be void.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, such Pledgor is the owner, without known possible, alleged or actual conflict with the rights of others, of the entire right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons, other than Permitted Liens;

(d) such Pledgor has the corporate or limited liability company, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) except as set forth on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under any trademarks included in the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing fifteen (15) days prior written notice the Administrative Agent; and

(i) such Pledgor will not change its name without providing fifteen (15) days prior written notice to the Administrative Agent.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products and the provision of such Pledgor's services.

5. If, before the Debt shall have been indefeasibly satisfied in full, the Commitments have terminated and the Letters of Credit have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Such Pledgor shall give to the Administrative Agent prompt notice in writing of any such future patents, patent applications, trademark applications, trademark registrations, copyright applications and copyright registrations. Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademark registrations, copyright registrations or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 9.2.5 [Application of Proceeds] of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

8. It is contemplated by the parties hereto that there may be times when no Debt is outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Debt. Upon the satisfaction in full of the Debt and the termination or expiration of the Credit Agreement, all Commitments (other than (i) indemnity obligations that survive the termination of this Agreement for which no notice of claims has been received by the Pledgors and (ii) Letters of Credit that have been cash collateralized to the satisfaction of the Administrative Agent in its sole discretion), the Patents, Trademarks and Copyrights shall be released from the Liens created hereby, and this Agreement shall terminate (other than those provisions expressly stated to survive such termination) and all rights to the Patents, Trademarks and Copyrights shall revert to the applicable Pledgor, all without delivery of any instrument or performance of any act by any party. The Administrative Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, (a) return to such Pledgor such of the Patents, Trademarks and Copyrights in the Administrative Agent's possession as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (b) execute and deliver to such Pledgor such documents as such Pledgor shall reasonably request to evidence such termination. If any of the Patents, Trademarks and Copyrights shall be sold or otherwise disposed of by any Pledgor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Pledgor, shall execute and deliver to such Pledgor all releases or other documents necessary for the release of the Liens created hereby on such Patents, Trademarks and Copyrights. Each Pledgor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement originally filed in connection herewith without the prior written consent of the Administrative Agent, subject to such Pledgor's rights under Sections 9-509(d)(2) and 9-518 of the Code.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in appropriate public offices, the payment or discharge of any taxes, reasonable attorney's fees, maintenance fees or encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, the Commitments shall have terminated and the Letters of Credit have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. No Pledgor shall abandon any registration or application included in the

Patents, Trademarks and Copyrights without the consent of the Administrative Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that, without the consent of the Administrative Agent and, pursuant to the Credit Agreement, the requisite Lenders, no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and performed in that state (excluding any choice of law rules of the State of New York other than Sections 5-1401 and 5-1402 of the General Obligations Law of New York) and any applicable laws of the United States of America.

18. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE



COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN ALLEGHENY COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH PENNSYLVANIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EACH PLEDGOR AND THE ADMINISTRATIVE AGENT, ON BEHALF OF THE LENDERS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (a) to inspect the books and records related to the pledged Collateral, (b) to receive the various notifications such Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (d) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.


23. This Agreement amends and restates the Original Patent, Trademark and Copyright Security Agreement in its entirety and continues all liens and security interests under the Original Patent, Trademark and Copyright Security Agreement as collateral security for the Debt. This Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Original Patent, Trademark and Copyright Security Agreement or under the Credit Agreement or any of the other Loan Documents.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**


**[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their respective officers or agents thereunto duly authorized, as of the date first above written.


**GREENE'S ENERGY GROUP, LLC**

By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer


**GREENE'S HOLDING CORPORATION**

By:   
Name: Robert P. Vilyus  
Title: President

**GREENE EAGLE LLC**


By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer

**CORPORATE MACHINE &  
EQUIPMENT, LLC**


By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer

**[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

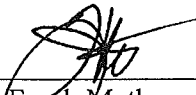
**DEVIN INTERNATIONAL, INC.**

By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer

**BACH AVIATION, L.L.C.**

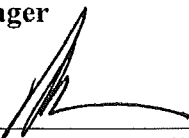
By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer

**GREENE'S WELL TESTING SERVICES,  
LLC, formerly known as Guardian WP, LLC**

By:   
Name: Frank Mathews  
Title: Manager

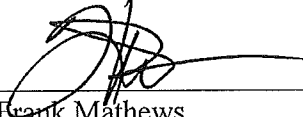
**GREENE'S ENERGY GROUP  
INTERNATIONAL, L.L.C.**

**By: Greene's Energy Group, LLC, its sole  
manager**

By:   
Name: Robert P. Vilyus  
Title: Chief Executive Officer

**[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**GEG GP HOLDINGS, L.L.C.**

By:  \_\_\_\_\_

Name: Frank Mathews

Title: Manager

[SIGNATURE PAGE TO THIRD AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: Richard C. Munsick  
Name: Richard C. Munsick  
Title: Senior Vice President

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**SCHEDULE A  
TO  
THIRD AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

1. Patents and Patent Applications:

Devin International, Inc.

- Motion Compensation System and Method (U.S. Patent No. 6,929,071 B2 issued 8/16/05)
- Swing Arm Crane and Method (U.S. Patent No. 7,096,963 B2 issued 8/29/06)
- Apparatus and Method for Supporting Structures on Offshore Platforms (U.S. Patent No. 7,163,061 B2 issued 1/16/07)
- Surface Flow Valve and Method (U.S. Patent No. 7,163,064 B2 issued 1/16/07)
- Articulating Bail Assembly and Method (U.S. Patent No. 7,360,589 B2 issued 4/22/08)
- Coiled Tubing Well Intervention System and Method (U.S. Patent No. 7,789,155 issued 9/7/2010)
- Dual Mini Well Surface Control System (U.S. Patent No. 7,971,637, issued 7/5/11)
- Dual Mini Well Surface Control System (PCT/US10/25069 filed 2/23/2010)
- Articulating Bail Assembly and Method (Canadian Patent Application No. 2619632)
- Motion Compensation System and Method (UK Patent No. GB2424915 issued 5/16/07)
- Articulating Bail Assembly and Method (UK Patent No. 2445115, issued 6/29/11)
- Motion Compensator (U.S. Patent No. 7,191,837 B2 issued 3/20/07)

- Coiled Tubing Inline Motion Eliminator (US Non-Provisional Application No. 13/031,772 filed 2/22/11)
- Coiled Tubing Inline Motion Eliminator (PCT/US11/25699, filed 2/22/11)
- Coiled Tubing Well Intervention System and Method (US CIP Application No./12/795,665 filed 6/8/10)
- Wastewater Treatment System and Method (US Non-Provisional Application No. 13/118,963 filed 5/31/11)
- Wastewater Treatment System and Method (PCT/US11/038555, filed 5/30/11)

Greene's Energy Group, LLC

- Hydrostatic Pressure Testing System and Method (US Non-Provisional Application No.13/008,244, filed 1/18/11)
- Hydrostatic Pressure Testing System and Method (PCT Application No. US11/21548, filed on 1/18/11)
- Flange Bolt Cutter (US Non-Provisional Application No. 12/898,036, filed 10/5/10)
- Gas Expansion Cooling Process ( US Non-Provisional Application No. 13/485,467, filed 1/31/12)
- Gas Expansion Cooling Process (PCT Application No. US12/40353, filed 6/1/12)
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (U.S. Patent No. 6,986,358, issued 1/17/06)
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (U.S. Patent No. 6,866,048, issued 3/15/05)
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines ( Canada Patent No. 2398420, issued 12/22/09)
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (United Arab Emirates Patent Application No. 57/2004)
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Brazil Patent Application No. PI211802-5)



- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (European Patent Organization Patent Application No. 02773149.6)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Hong Kong Patent Application No. 04109534.0)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Norway Patent Application No. 20041055)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Oman Patent Application No. 9/2004)
- 
- Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Venezuela Patent Application No. 01569-02)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Australia Patent No. 2002337645, issued 10/4/07)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (China Patent No. ZL02815979.9, issued 7/8/09)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Algeria Patent No. 3700, issued 4/9/06)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Indonesia Patent No. 0021518, issued 7/9/08)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Kazakhstan Patent No. 15961, issued 3/16/09)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Mexico Patent No. 265097, issued 3/13/09)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Russian Federation Patent No. 2315799, issued 1/27/08)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Trinidad and Tobago Patent No. TT/P2011/00023, issued 6/29/11)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Vietnam Patent No. 8842, issued 11/1/10)
  - Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Saudi Arabia Patent No. 2126, issued 11/19/08)

2. Trademarks:

Devin International, Inc.

- DEVIN (LA Reg. No. AGE 60-1864 registered 5/27/08)
- DEVIN and design (LA Reg. No. AGE 60-1863 registered 5/27/08)
- DEVIN (TX Reg. No. 800983166 registered 5/27/08)
- DEVIN and design (TX Reg. No. 800983164 registered 5/27/08)

Devin Rental Tools, Inc.

- TRACK STACK (U.S. Registration No. 3,656,899 issued 7/21/2009)
- TRACK STACK JR(U.S. Registration No. 3,656,900 issued 7/21/2009)
- MOTION BUSTER (U.S. Registration No. 3,711,024 issued 11/17/2009)
- D-B.A.S.S. (U.S. Registration No. 3,711,025 issued 11/17/2009)
- MINI TRACK (U.S. Registration No. 3,685,105 issued 9/22/2009)
- DUAL DIME (U.S. Registration No. 3,656,901 issued 7/21/2009)
- DIME (U.S. Registration No. 3,656,902 issued 7/21/2009)
- DALF (U.S. Registration No. 3,823,574 issued 7/27/2010)
- GIMBLE TABLE (U.S. Serial No. 77/537,350 filed 8/1/2008)

Greene's Energy Group, LLC

- HYDROMAESTRO (U.S. Registration No. 3,917,981 issued 2/8/11)
- TAPS (U.S. Registration No. 3,967,478 issued 5/24/11)
- HYDROMAESTRO & Design (U.S. Registration No. 3,957,901 issued 5/10/11)

3. Trade Names:

### Greene's Energy Group, LLC

- Greene's Energy Services
- Greene's Pressure Testing & Rentals
- H. Rowe Greene Leasing
- Greene's Pipeline Services
- Rocky Mountain Testers
- Cherokee Services
- Cherokee Services of Louisiana
- PAV Services
- Greene's Energy Group, LLC has registered the assumed name "Greene's Energy Services" in the Texas counties of Jim Wells, Harris, and Nueces.

### Corporate Machine & Equipment, LLC

- Corporate Machine & Equipment, LLC is registered to do business in Louisiana as Corporate Machine & Equipment, LLC of Texas

### Greene Eagle LLC

- Eagle Oilfield Services

### Devin family of companies

- Devin
- Devin International
- Devin Rental Tools (now known as Devin International, Inc.)
- Devin and design (globe bearing longitudinal and latitude lines centered in a diamond shape)
- Track Stack
- Track Stack Jr.
- Motion Buster
- Mini Track

- Devin Inline Motion Eliminator
- D.I.M.E.
- DALF
- Gimble Table

Greene's Well Testing Services, LLC

- [Guardian Wellhead Protection]

4. Copyrights:

No registered copyrights; company has U.S. copyrights in written materials created and/or published by company including product and services manuals, advertising, and website.

**SCHEDULE B  
TO  
THIRD AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None.