

ADDITIONAL NAMES OF CONVEYING PARTIES

ISCO Trading, LLC limited liability company Kentucky

ISCO Canada, Inc. corporation Canada

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks

Pledgor	Trademark	Country	Status	Application/Registration Number
ISCO Industries, Inc.	ISCO	U.S.	Pending	86/596,327
ISCO Industries, Inc.	ISCO INDUSTRIES	U.S.	Registered	4,282,391
ISCO Industries, Inc.	ISCO LOGO	U.S.	Pending	86/596,334
ISCO Industries, Inc.	HIGHLAND	U.S.	Allowed	86/346,903
ISCO Industries, Inc.	H Highland and Design (horizontal)	U.S.	Published	86/503,022
ISCO Industries, Inc.	H Highland and Design (vertical)	U.S.	Published	86/503,037
ISCO Industries, Inc.	CIRCUIT MAKER VAULT	US	Registered	3,812,089
ISCO Industries, Inc.	HYDRO-BELL	US	Registered	4,101,706
ISCO Industries, Inc.	SNAP-TITE	US	Registered	2,057,541
ISCO Industries, Inc.	SNAP-TITE SYSTEM	US	Registered	1,542,530

**RATIFICATION AND AMENDMENT OF
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS RATIFICATION AND AMENDMENT OF PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT (this "*Ratification*"), dated as of August 28, 2015 is by and among ISCO INDUSTRIES, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("*ISCO Industries*"), ISCO TRADING, L.L.C., a limited liability company organized under the laws of the Commonwealth of Kentucky ("*ISCO Trading*"), ISCO CANADA, INC., a Canadian corporation ("*ISCO Canada*") and, together with ISCO Industries, each individually a "*Pledgor*" and collectively, the "*Pledgors*") and PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "*Agent*").

RECITALS:

WHEREAS, Pledgors and the Agent are parties to the Patent, Trademark and Copyright Security Agreement dated as of December 20, 2012, and recorded in the United States Patent and Trademark Office on December 20, 2012 at Reel/Frame 029530/0442 (with respect to patents) and Reel/Frame 4926/0273 (with respect to trademarks) (as amended, restated, modified or supplemented from time to time, the "*IP Security Agreement*");

WHEREAS, Pledgors have entered or are about to enter into an Amended, Restated and Consolidated Revolving Credit, Term Loan and Security Agreement, dated of even date herewith, by and among Pledgors, certain of Pledgors' subsidiaries and affiliates party thereto as borrowers, the lenders party thereto ("*Lenders*"), and Agent (as amended, modified, supplemented, extended, renewed, restated and replaced, the "*Credit Agreement*"), which amends and restates in its entirety the "Credit Agreement" referred to, and as originally defined (prior to the effectiveness of this Ratification), in the IP Security Agreement (the "*Existing Credit Agreement*");

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that Pledgors and Agent enter into this Ratification;

WHEREAS, Pledgors have acquired additional patents and trademarks and desire to replace Schedule A to the IP Security Agreement to include such additional patents and trademarks;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, each of the parties signatory hereto hereby agree as follows:

1. Existing Defined Terms.

(a) Except as otherwise defined in this Ratification, terms defined in the IP Security Agreement shall have the same meaning when used herein.

(b) Effective as of the date hereof, each reference in the IP Security Agreement to the term(s):

(i) "Credit Agreement" shall mean and refer to the Credit Agreement, as such term is defined herein;

(ii) "Administrative Agent" shall mean and refer to the Agent, as such term is defined herein;

(iii) "Lenders" shall mean and refer to the Lenders, as such term is defined herein;

(iv) "Loan Documents" shall include the Credit Agreement and the Other Documents, as such term is defined in the Credit Agreement;

(v) "Obligations" shall include the Obligations, as such term is defined in the Credit Agreement;

(vi) "Commitments" shall mean and refer to the Revolving Commitments and Term Loan Commitments, as each term is defined in the Credit Agreement;

(vii) "Letters of Credit" shall include the "Letters of Credit", as such term is defined in the Credit Agreement;

(viii) "Lender Provided Interest Rate Hedge" shall include the "Lender-Provided Interest Rate Hedge", as such term is defined in the Credit Agreement; and

(ix) each reference in the IP Security Agreement to a specific section of the Existing Credit Agreement shall mean and refer to the corresponding section of the Credit Agreement, if any.

2. **Additional Patents and Trademarks.** Effective as of the date hereof:

(a) Schedule A to the IP Security Agreement is hereby replaced in its entirety with a new Schedule A listing the patents and trademarks described in Exhibit A attached hereto ("*Patents Trademarks and Copyrights*").

3. **Ratification and Reaffirmation of IP Security Agreement.** Each Pledgor hereby ratifies, reaffirms and confirms the terms and provisions of the and agrees to perform and be bound by the IP Security Agreement, including, without limitation, the representations, warranties and covenants contained therein.

4. **Ratification and Confirmation of Grant of Security Interest.** Without interrupting the creation, attachment or perfection of any security interest heretofore created by the IP Security Agreement, Pledgor hereby ratifies and confirms its grant to the Agent, for itself and the benefit of the Lenders and their respective affiliates, of a security interest in all of the Patents, Trademarks and Copyrights.

5. **Effect.** Except as expressly provided herein, no amendments or modifications to the IP Security Agreement are intended or implied and in all respects the IP Security Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Ratification and the terms of the IP Security Agreement, the terms of this Ratification shall control. This Ratification and the IP Security Agreement shall be read and construed as one agreement.

6. **Entire Agreement.** This Ratification contains the entire agreement of the

parties hereto with respect to the subject matter hereof.

7. **Binding Effect.** This Ratification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Ratification may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

PLEDGORS:

ISCO INDUSTRIES, INC.

By: Robert Grable
Name: ROBERT GRABLE
Title: CFO

ISCO TRADING, LLC

By: Christopher T. Fegen
Name: CHRISTOPHER T. FEGEN
Title: MANAGER

ISCO CANADA, INC.

By: David P. Hawk
Name: David P. Hawk
Title: Secretary

Ratification and Amendment of Patent, Trademark and Copyright Security Agreement

TRADEMARK
REEL: 005632 FRAME: 0589

AGENT:

PNC BANK, NATIONAL
ASSOCIATION

By:  _____

Name: WILLIAM D. SAGGERS

Title: SVP

Ratification and Amendment of Patent, Trademark and Copyright Security Agreement

TRADEMARK
REEL: 005632 FRAME: 0590

Exhibit A
Schedule A
To
Patent, Trademark and Copyright Security Agreement

Patents

Pledgor	Patent	Country	Application/ Serial Number	Patent Number
ISCO Industries, Inc.	Assembly and Method of Coupling Pipes	U.S.	14/132,700	
ISCO Industries, Inc.	MODIFIED PIPE INLET	U.S.	13/168,583	8,973,616
ISCO Industries, Inc.	CULVERT LINER WITH INTERNAL CORRUGATIONS	U.S.	14/154,930	
ISCO Industries, Inc.	Assembly and Method of Coupling Pipes	Int'l	PCT/US14/70924	
ISCO Industries, Inc.	Automated System for Laying Pipe	U.S.	13/645,813	9,080,693
ISCO Industries, Inc.	Automated System for Laying Pipe	U.S.	14/708,798	
ISCO Industries, Inc.	Automated System for Laying Pipe	Int'l	PCT/US14/038632	
ISCO Industries, Inc.	Flange for HDPE Lined Steel Pipe	U.S.		

Ratification and Amendment of Patent, Trademark and Copyright Security Agreement

TRADEMARK
REEL: 005632 FRAME: 0591

Trademarks

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ISCO Industries, Inc.	ISCO	U.S.	Pending	86/596,327
ISCO Industries, Inc.	ISCO INDUSTRIES	U.S.	Registered	4,282,391
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ISCO Industries, Inc.	H Highland and Design (horizontal)	U.S.	Published	86/503,022
ISCO Industries, Inc.	H Highland and Design (vertical)	U.S.	Published	86/503,037
ISCO Industries, Inc.	ISCO LOGO	Canada	Pending	1698708
ISCO Industries, Inc.	ISCO	Canada	Pending	1698526
ISCO Industries, Inc.	ISCO	Australia	Pending	1695255
ISCO Industries, Inc.	ISCO	Chile	Pending	1155837
ISCO Industries, Inc.	ISCO	China	Pending	
ISCO Industries, Inc.	ISCO	Hong Kong	Pending	303470021
ISCO Industries, Inc.	ISCO	Peru	Published	619284-2015
ISCO Industries, Inc.	CIRCUIT MAKER VAULT	US	Registered	3,812,089
ISCO Industries, Inc.	HYDRO-BELL	US	Registered	4,101,706
ISCO Industries, Inc.	SNAP-TITE	US	Registered	2,057,541
ISCO Industries, Inc.	SNAP-TITE SYSTEM	US	Registered	1,542,530

Ratification and Amendment of Patent, Trademark and Copyright Security Agreement

Ratification and Amendment of Patent, Trademark and Copyright Security Agreement

RECORDED: 09/29/2015

**TRADEMARK
REEL: 005632 FRAME: 0593**