



Registration of a Charge

Company Name: **PIPELINE INDUCTION HEAT LIMITED**

Company Number: **01478556**



XBBXEZVE

Received for filing in Electronic Format on the: **05/09/2022**

Details of Charge

Date of creation: **19/08/2022**

Charge code: **0147 8556 0005**

Persons entitled: **ALTER DOMUS (US) LLC (ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR THE LENDERS)**

Brief description: **THE INTELLECTUAL PROPERTY AS DESCRIBED AGAINST THE NAME OF THE COMPANY AT SCHEDULE I TO THE INSTRUMENT INCLUDING, BUT NOT LIMITED TO, THE PATENTS WITH PATENT NUMBERS 17652372; 10129048; AND 10343373. FOR MORE INFORMATION, PLEASE REFER TO THE INSTRUMENT**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT IN RESPECT OF THE ENGLISH REGISTERED COMPANY WHICH HAS SIGNED ELECTRONICALLY**

Certified by: **DECHERT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1478556

Charge code: 0147 8556 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2022 and created by PIPELINE INDUCTION HEAT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2022 .

Given at Companies House, Cardiff on 7th September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**") is made this 19th day of August 2022 by and among CRC-Evans Pipeline International, Inc., a Delaware corporation ("**CRC-Evans Pipeline**"), CRC-Evans Canada Ltd., a Canada limited company ("**CRC-Evans Canada**"), Pipeline Technique Ltd., a private limited company incorporated under the laws of Scotland with registered number SC189419 ("**Company**") and Pipeline Induction Heat Limited, a private limited company incorporated under the laws of England and Wales with registered number 01478556 ("**Pipeline Induction**") and together with CRC-Evans Pipeline, Pipeline Technique and CRC-Evans Canada, the "**Grantors**" and each a, "**Grantor**") and ALTER DOMUS (US) LLC, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and permitted assigns in such capacities, the "**Agent**") acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, **PTL UK BIDCO LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 11998584 ("**Holdings**"), **COMPANY**, **PTL US BIDCO, INC.**, a Delaware corporation (the "**Borrower**"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, certain of the Loan Parties, including the Grantors, have entered into that certain Security Agreement, dated as of date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant and perfect a security interest in all of its Patents and Patent Licenses (collectively, the "**Owned IP**") and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN IP COLLATERAL. Each of the Grantors hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the "**IP Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all

rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "IP Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each of the Grantors to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving either of the Grantors.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the 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 Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If either of the Grantors shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting such Grantor's obligations under this Section 4, the applicable Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to

constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. OTHER INTERPRETIVE PROVISIONS. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein *mutatis mutandis*.


7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

**CRC-EVANS PIPELINE
INTERNATIONAL, INC.,**
a Grantor

By: 
Name: Philip Nicholas Lohigan
Title: Chief Financial Officer

**PIPELINE INDUCTION HEAT
LIMITED,**
a Grantor

By: 
Name: Adam Wynne Hughes
Title: Director

CRC-EVANS CANADA LTD.,
a Grantor

By: 
Name: Philip Nicholas Lohigan
Title: Chief Financial Officer

PIPELINE TECHNIQUE LTD.,
a Grantor

By: 
Name: Philip Nicholas Lohigan
Title: Chief Financial Officer

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

GRANTOR:

**CRC-EVANS PIPELINE
INTERNATIONAL, INC.,**
a Grantor

By: 

Name: Philip Nicholas Lanigan
Title: Chief Financial Officer

**PIPELINE INDUCTION HEAT
LIMITED,**
a Grantor

By: _____

Name: _____

Title: _____

CRC-EVANS CANADA LTD.,
a Grantor

By: 

Name: Phil Nicholas Lanigan
Title: Chief Financial Officer

PIPELINE TECHNIQUE LTD.,
a Grantor

By: 

Name: Phil Nicholas Lanigan
Title: Chief Financial Officer

AGENT:

ALTER DOMUS (US) LLC,

By: 

Name: Pinju Chiu

Title: Associate Counsel

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Owner	Title	Patent No.	Issue Date	App. No.	App. Date
CRC-Evans Pipeline International, Inc.	SYSTEM FOR WELDING	N/A	N/A	17065808	2020-10-08
CRC-Evans Pipeline International, Inc.	PIPELINE HANDLER WITH WELDER	N/A	N/A	17220287	2021-04-01
CRC-Evans Pipeline International, Inc.	APPARATUS AND METHOD FOR ORBITAL WELDING	N/A	N/A	17220312	2021-04-01
CRC-Evans Pipeline International, Inc.	Tetherless internal line-up unit for pipeline welding	6915943	2005-07-12	10306143	2002-11-27
CRC-Evans Pipeline International, Inc.	Gauge for pipe bending machine	7302823	2007-12-04	11428981	2006-07-06
CRC-Evans Pipeline International, Inc.	Method for storing, delivering and spooling preassembled pipelines	7927040	2011-04-19	12228104	2008-08-08
CRC-Evans Pipeline International, Inc.	Internal pipeline cooler	9821415	2017-11-21	14228708	2014-03-28
CRC-Evans Pipeline International, Inc.	Laser controlled internal welding machine for a pipeline	10040141	2018-08-07	14272914	2014-05-08
CRC-Evans Pipeline International, Inc.	System for welding	10828715	2020-11-10	15506818	2015-08-28
CRC-Evans Pipeline International, Inc.	Self-powered welding systems and methods	10695876	2020-06-30	15560954	2015-11-24

CRC-Evans Pipeline International, Inc.	Roller for internal pipe welder	10821560	2020-11-03	15165029	2016-05-26
CRC-Evans Pipeline International, Inc.	Cooling ring	10668577	2020-06-02	15255103	2016-09-01
CRC-Evans Pipeline International, Inc.	Near-weld purge gas delivery system	9969031	2018-05-15	15056293	2016-02-29
CRC-Evans Pipeline International, Inc.	Systems and methods for use in welding pipe segments of a pipeline	10480862	2019-11-19	15441804	2017-02-24
CRC-Evans Pipeline International, Inc.	SYSTEMS AND METHODS FOR USE IN WELDING PIPE SEGMENTS OF A PIPELINE	N/A	N/A	15632061	2017-06-23
CRC-Evans Pipeline International, Inc.	INTERNALLY WELDED PIPES	N/A	N/A	15714054	2017-09-25
CRC-Evans Pipeline International, Inc.	Rotating welding system and methods	10589371	2020-03-17	15714117	2017-09-25
CRC-Evans Pipeline International, Inc.	Systems and methods for use in welding pipe segments of a pipeline	11175099	2021-11-16	16589637	2019-10-01
CRC-Evans Pipeline International, Inc.	Pipeline sprayer and method	11278926	2022-03-22	16722227	2019-12-20
CRC-Evans Pipeline International, Inc.	Apparatus and method for discretely positioning a welding torch	11203088	2021-12-21	16848184	2020-04-14

CRC EVANS CANADA LTD	Pipeline Weighting Device and Method	7862256	2011-01-04	11840089	2007-08-16
Pipeline Technique Ltd.	Tap Winding Apparatus and Method	20220009154	13-01-22	17294223	25-06-19
Pipeline Induction Heat Limited	MACHINE FOR SPRAYING A SECTION OF PIPELINE	N/A	N/A	17230394	2021-04-14
Pipeline Induction Heat Limited	APPLICATOR MACHINE	N/A	N/A	17652372	2022-02-24
Pipeline Induction Heat Limited	Apparatus and method for coating pipes	6881266	2005-04-19	10129048	2000-10-30
Pipeline Induction Heat Limited	Apparatus and method for coating pipes: Biblio Data Only	7243697	2007-07-17	10343373	2001-08-03
Pipeline Induction Heat Limited	Apparatus for coating pipes	10486181	2019-11-26	12673971	2008-08-15
Pipeline Induction Heat Limited	Apparatus and method for heating a pipe	9080701	2015-07-14	12816639	2010-06-16
Pipeline Induction Heat Limited	MOULD EQUIPMENT FOR PIPELINE SECTION COATING AND METHODS FOR COATING OF PIPELINE SECTIONS WITH MOULDS	N/A	N/A	14454053	2014-08-07
Pipeline Induction Heat Limited	Mould equipment for pipeline section coating and methods for coating of pipeline sections with moulds	10071515	2018-09-11	14454081	2014-08-07
Pipeline Induction Heat Limited	Applicator machine	9945507	2018-04-17	14801933	2015-07-17

Pipeline Induction Heat Limited	MACHINE FOR CLEANING A SECTION OF PIPELINE	N/A	N/A	14960699	2015-12-07
Pipeline Induction Heat Limited	Coating applicator machine for a pipeline	11293582	2022-04-05	15915753	2018-03-08