

08-17-2001



101814535

FORM PTO-1596
1-31-92

RECOR

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No.: 54673-010

PATENT ONLY

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

SPECTRUMEDIX CORPORATION

8-13-01

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of Conveyance:

Assignment

☐ Merger

X Security Agreement

☐ Change of Name☐ Other

Execution Date: July 9, 2001

2. Name and address of receiving party(ies):

Name: I. REICH FAMILY LIMITED PARTNERSHIP

Address: 162 West 94th Street
New York, New York 10025Additional name(s) & address(es) attached? ☐ Yes

4. Application number(s) or patent number(s):

If the document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

09/843,918	09/379,593	09/757,632
09/388,125	09/413,355	09/874,331
09/372,151	09/676,526	60/239,119
09/373,909	09/577,479	09/849,239

B. Patent No(s).

6,241,949	6,063,251	5,916,428
6,217,731	6,027,627	5,885,430
6,118,127	5,998,796	

Additional numbers attached? ☐ Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MCDERMOTT, WILL & EMERY

Internal Address:

Street Address: 600 13th Street, N.W.

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41)

\$800.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500417

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen A. Becker, Reg. No. 26,527

August 13, 2001

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

CMB No. 0851-0011 (exp. 4/94)

08/16/2001 6TOM11 00000076 500417 09843918

01 FC:581

800.00 CH

PATENT
REEL: 012066 FRAME: 0076

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 9, 2001, is made by SPECTRUMEDIX CORPORATION (the "*Company*") in favor of the I. REICH FAMILY LIMITED PARTNERSHIP (the "*Secured Party*").

WHEREAS, the Secured Party has agreed to make a loan to the Company to be evidenced by the Secured Promissory Note, dated as of July 9, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Note*"), in the principal amount of \$600,000 and to be made by the Company in favor of the Secured Party.

WHEREAS, as a condition precedent to the making of the Loan the Company has executed and delivered that certain Security Agreement dated July 9, 2001 made by the Company to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Company has granted a security interest in, among other property, certain intellectual property of the Company to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Grant of Security. the Company hereby grants to the Secured Party for the benefit of the Secured Party a security interest in and to all of the Company's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Annex 2 to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by the Company to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of all Obligations of the Company now or hereafter existing under or in respect of the Note or the Security Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

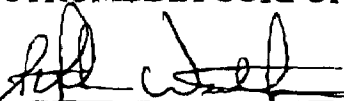
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SPECTRUMEDIX CORPORATION

By 
Name: Stephen Wertheimer
Title: Vice President

Address for Notices:

2124 Old Gatesburg Road
State College, Pennsylvania 16803

SCHEDULE A

PATENTS

Issued Patents		
Country	Patent No.	Title
US	6,241,949	Spill-resistant microtitre trays and method of making
US	6,217,731	Method and apparatus for monitoring and displaying the status of a parallel capillary electrophoresis device
US	6,118,127	Detector having a transmission grating beam splitter for multi-wavelength sample analysis
US	6,063,251	Electrically insulated capillary arrays for electrophoretic applications
US	6,027,627	Automated parallel capillary electrophoretic system
US	5,998,796	Detector having a transmission grating beam splitter for multi-wavelength sample analysis
US	5,916,428	Automated system for multi-capillary electrophoresis having a two-dimensional array of capillary ends
US	5,885,430	Capillary tube holder for an electrophoretic apparatus

* Secured Party acknowledges and agrees that to the extent that any of the foregoing patents are owned by ISURF, they constitute Excluded Property.

PATENT APPLICATIONS

Country	Application No.	Title
Europe	97945453.5	CAPILLARY TUBE HOLDER FOR ELECTROPHORETIC APPLICATIONS
Canada	2,296,227	AUTOMATED PARALLEL CAPILLARY ELECTROPHORETIC SYSTEM
Japan	12-500540	AUTOMATED PARALLEL CAPILLARY ELECTROPHORETIC SYSTEM
Europe	98933038.6	AUTOMATED PARALLEL CAPILLARY ELECTROPHORETIC SYSTEM
Canada	2,315,812	DETECTOR HAVING A TRANSMISSION GRATING BEAM SPLITTER FOR MULTI-WAVELENGTH SAMPLE ANALYSIS
Japan	12-525746	DETECTOR HAVING A TRANSMISSION GRATING BEAM SPLITTER FOR MULTI-WAVELENGTH SAMPLE ANALYSIS
Europe	98964854.8	DETECTOR HAVING A TRANSMISSION GRATING BEAM SPLITTER FOR MULTI-WAVELENGTH SAMPLE ANALYSIS
Canada	filed	COPOLYMERS FOR CAPILLARY GEL ELECTROPHORESIS
United States	09/843,918	COPOLYMERS FOR CAPILLARY GEL ELECTROPHORESIS
Canada	2,347,961	METHOD AND APPARATUS FOR MONITORING AND DISPLAYING THE STATUS OF A PARALLEL CAPILLARY ELECTROPHORESIS DEVICE

Japan	12-577485	METHOD AND APPARATUS FOR MONITORING AND DISPLAYING THE STATUS OF A PARALLEL CAPILLARY ELECTROPHORESIS DEVICE
Europe	99955109.6	METHOD AND APPARATUS FOR MONITORING AND DISPLAYING THE STATUS OF A PARALLEL CAPILLARY ELECTROPHORESIS DEVICE
PCT	PCT/US00/23709	AUTOMATED PARALLEL CAPILLARY ELECTROPHORESIS SYSTEM WITH HYDRODYNAMIC SAMPLE INJECTION
United States	09/388,125	AUTOMATED PARALLEL CAPILLARY ELECTROPHORESIS SYSTEM WITH HYDRODYNAMIC SAMPLE INJECTION
United States	09/372,151	MOTORIZED POSITIONING APPARATUS HAVING COAXIAL CARROUSELS
United States	9/373,909	FLUID DELIVERY SYSTEM FOR CAPILLARY ELECTROPHORETIC APPLICATIONS
PCT	PCT/US00/22460	SPILL-RESISTANT MICROTITRE TRAYS AND METHOD OF MAKING
United States	09/379,593	ELECTROPHORETIC SAMPLE EXCITATION LIGHT ASSEMBLY
PCT	PCT/US00/26554	UNIFORM LASER EXCITATION AND DETECTION IN CAPILLARY ARRAY ELECTROPHORESIS SYSTEM AND METHOD
United States	09/413,355	UNIFORM LASER EXCITATION AND DETECTION IN CAPILLARY ARRAY ELECTROPHORESIS SYSTEM AND METHOD
United States	09/676,526	ELECTROPHORETIC ANALYSIS SYSTEM HAVING IN-SITU CALIBRATION
PCT	PCT/US01/16769	CAPILLARY SYSTEM PROVIDING MULTIPLE ANALYSIS OF SAMPLE FROM SAME BODY OF LIQUID
United States	09/577,479	CAPILLARY SYSTEM PROVIDING MULTIPLE ANALYSIS OF SAMPLE FROM SAME BODY OF LIQUID
PCT	PCT/US01/08527	MULTI-WAVELENGTH ARRAY READER FOR BIOLOGICAL ASSAY
United States	09/757,632	METHOD FOR CONDUCTING CAPILLARY ZONE ELECTROPHORESIS
PCT	PCT/US01/08526	ELECTROPHORESIS MICROCHIP AND SYSTEM
PCT	PCT/US01/13336	DENATURANT-FREE ELECTROPHORESIS OF BIOLOGICAL MOLECULES UNDER HIGH TEMPERATURE CONDITIONS
United States	09/874,331	MULTIDIMENSIONAL SEPARATIONS EMPLOYING AN ARRAY OF ISOLATED ELECTROPHORESIS CHANNELS
PCT	filed	EXTENDED PATHLENGTH DETECTION IN SEPARATIONS
United States	60/239,119	METHOD AND APPARATUS OF METHYLATION SCREENING AND DETECTION USING A TEMPERATURE GRADIENT
United States	09/849,239	ELECTROPHORETIC METHOD AND SYSTEM HAVING INTERNAL LANE STANDARDS FOR COLOR CALIBRATION