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# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

| Name                 | Execution Date |
|----------------------|----------------|
| Nusil Technology LLC | 06/13/2005     |

#### **RECEIVING PARTY DATA**

| Name:           | The Royal Bank of Scotland Plc, as First Lien Collateral Agent |  |  |
|-----------------|--|--|--|
| Street Address: | 101 Park Avenue  |  |  |
| City:           | New York   |  |  |
| State/Country:  | NEW YORK   |  |  |
| Postal Code:    | 10178  |  |  |

#### PROPERTY NUMBERS Total: 8

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 6160151 |
| Patent Number: | 5620773 |
| Patent Number: | 5236970 |
| Patent Number: | 5948539 |
| Patent Number: | 5952403 |
| Patent Number: | 6040369 |
| Patent Number: | D352724 |
| Patent Number: | 6654188 |

#### CORRESPONDENCE DATA

500036223

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Address Line 2: Suite 2000

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PATENT

REEL: 016164 FRAME: 0138

| NAME OF SUBMITTER:   | Rhonda DeLeon |
|--|---------------|
| Total Attachments: 5 source=NusilPSA#page1.tif source=NusilPSA#page2.tif source=NusilPSA#page3.tif source=NusilPSA#page4.tif source=NusilPSA#page5.tif |               |

PATENT REEL: 016164 FRAME: 0139

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 13, 2005, is entered into by NUSIL TECHNOLOGY LLC, a Delaware limited liability company (the "Grantor"), and THE ROYAL BANK OF SCOTLAND PLC, as First Lien Collateral Agent for the Secured Parties (the "First Lien Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June 13, 2005, among the Grantor, certain affiliates of the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Parties in certain Patents whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on Schedule A ("Secured Patents").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the First Lien Collateral Agent hereby agree as follows:

#### (i) Grant of Security Interest

- (a) Grantor hereby grants to the First Lien Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Secured Patents, subject to the terms and conditions of the Security Agreement.
- (b) The security interest granted hereby is granted in conjunction with the security interest granted to the First Lien Collateral Agent under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

#### (ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the First Lien Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest.

#### (iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW

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# YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

### (iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the First Lien Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the First Lien Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

#### (v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

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PATENT REEL: 016164 FRAME: 0141 IN WITNESS WHEREOF, the Grantor and the First Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

| NUSIL TECHNOLOGY LLC   |
|--|
| By: Ruh Und  |
| Name:  |
| Title:   |
| THE ROYAL BANK OF SCOTLAND PLC, as First Lien Collateral Agent |
| By:  |
| Name:  |
| Title:   |

[Signature page to First Lien Patent Security Agreement]

IN WITNESS WHEREOF, the Grantor and the First Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

| NUSIL TECHNOLOGY LLC   |
|--|
| By:<br>Name:<br>Title:   |
| THE ROYAL BANK OF SCOTLAND PLC, as First Lien Collateral Agent       |
| By: 2/2 7. mg  |
| By: 2/n f. M/<br>Name: Mana F. Mari, II<br>Title: Manag. of Director |

[Signature page to First Lien Patent Security Agreement]

# PATENT SECURITY AGREEMENT

# II. U.S. REGISTERED PATENTS

| TITLE   | PATENT<br>NO.                       | ISS. DATE                              | <u>OWNER</u>   |
|---|-------------------------------------|--|--|
| Process for production of diphenyl-dialkoxysilane, phenylalkyl-dialkoxysilane, octaphenylcyclotetrasilozane and sym-tetraalkyltetraphenylcyclotetrasiloxane | 6,160,151                           | 12/12/2000                             | NuSil Technology<br>LLC                                |
| Composition and method for texturing the surface of gloves  | 5,620,773                           | 04/15/1997                             | NuSil Technology<br>LLC                                |
| Optically clear reinforced silicone elastomoers of high optical refractive index and improved mechanical properties for uses in intraocular lenses          | 5,236,970                           | 08/17/1993                             | NuSil Technology<br>LLC Joint Patent<br>with Allergan  |
| Medical electrical lead and reinforcing silicone compositions used therein  | 5,948,539<br>5,952,403<br>6,040,369 | 09/07/1999<br>09/14/1999<br>03/21/2000 | NuSil Technology<br>LLC Joint Patent<br>with Medtronic |
| High shear mixer  | D352,724                            | 11/22/1994                             | NuSil Technology<br>LLC                                |
| Compositions and devices for thermo optically controlled switching and filtering  | 6,654,188                           | 11/25/2003                             | NuSil Technology<br>LLC                                |
| Compositions and devices for thermooptically controlled switching   | Pending                             | 07/23/2003 (filed)                     | NuSil Technology<br>LLC                                |
| Optically clear high temperature resistant silicone polymers of high refractive index   | Pending                             | 02/13/2004 (filed)                     | NuSil Technology<br>LLC                                |

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**RECORDED: 06/16/2005** 

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