U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) RECORDATION FORM COVER SHEET **PATENTS ONLY** To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 1. Name of conveying party(ies) 2. Name and address of receiving party(ies) NCSRT, Inc. Name: Square 1 Bank

	Internal Address: Lee Conner
Additional name(s) of conveying party(ies) attached? Yes ✓ No	
3. Nature of conveyance/Execution Date(s):	Street Address: 406 Blackwell St.
Execution Date(s) September 9, 2008	
Assignment Merger	Suite 240
Security Agreement Change of Name	City: Durham
Joint Research Agreement	State: NC
Government Interest Assignment	
Executive Order 9424, Confirmatory License	Country: USA Zip: 27701
Other	Additional name(s) & address(es) attached? ☐ Yes ✓ No
4. Application or patent number(s):	document is being filed together with a new application.
A. Patent Application No.(s)	B. Patent No.(s)
10/482,548 and as more fully described in Exhibit B	4,867,876 and as more fully described in Exhibit B
Additional numbers at	ttached? Ves No
5. Name and address to whom correspondence	
concerning document should be mailed:	6. Total number of applications and patents involved: 31
Name:Lee Conner	
Internal Address: Square 1 Bank	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,240
Internal Address, Square r Bank	Authorized to be charged by credit card
	Authorized to be charged to deposit account Enclosed
Street Address: 406 Blackwell St.	
Suite 240	None required (government interest not affecting title)
City: Durham	8. Payment Information
State: NC Zip:27701	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 919-314-3099	Expiration Date
Fax Number: 919-354-1278 - NEW	b. Deposit Account Number 50-3822
Fax Number: 919-354-1278 - NEW Email Address: loandocsdept@square1bank.com	b. Deposit Account Number 50-3822  Authorized User Name Lee Conner
	Authorized User Name Lee Conner
Email Address: loandocsdept@square1bank.com	
Email Address: loandocsdept@square1bank.com  9. Signature: Lu Lomu	Authorized User Name Lee Conner 09/19/08

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT REEL: 021561 FRAME: 0265** 

### Ехнівіт В

#### **PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Method and apparatus for separation of milk, colostrum, and whey	10/482,548	08/06/2004
Method and apparatus for separation of milk, colostrum, and whey	10/748,962	12/29/2003
FILTER PLATE, FILTER PLATE ELEMENT, AND FILTER COMPRISING SAME*	4,867,876	09/19/1989
FILTER PLATE, FILTER PLATE ELEMENT, AND FILTER COMPRISING SAME*	4,882,050	11/21/1989
FILTER PLATE, FILTER PLATE ELEMENT, AND FILTER COMPRISING SAME*	5,034,124	07/23/1991
FILTER PLATE, FILTER PLATE ELEMENT, AND FILTER COMPRISING SAME	5,049,268	09/17/1991
FILTER ELEMENT AND SUPPORT	5,232,589	08/03/1993
FILTRATION CASSETTE ARTICLE, AND FILTER COMPRISING SAME	5,342,517	08/30/1994
FILTRATION CASSETTE ARTICLE, AND FILTER COMPRISING SAME	5,593,580	01/14/1997
FILTRATION CASSETTE ARTICLE, AND FILTER COMPRISING SAME	5,868,930	02/09/1999
SPIDER FITTING FOR MULTI-MODULE FILTER SYSTEM, AND MOTIVE CART ASSEMBLY COMPRISING SAME	6,017,451	01/25/2000
METHOD AND APPARATUS FOR PURIFICATION OF BIOLOGICAL SUBSTANCES	6,139,746	10/31/2000

<sup>\*</sup> The Company has allowed this patent filing to lapse; therefore, notwithstanding anything in the Loan Agreement to the contrary, the Company makes no representations or warranties as to the validity or enforceability of such patent.

PATENT REEL: 021561 FRAME: 0266

METHOD AND APPARATUS FOR PURIFICATION OF BIOLOGICAL SUBSTANCES	6,214,221	04/10/2001
PURIFICATION OF BIOLOGICAL SUBSTANCES	6,383,380	05/07/2002
PURIFICATION OF BIOLOGICAL SUBSTANCES	6,569,340	05/27/2003
PURIFICATION OF BIOLOGICAL SUBSTANCES	6,596,172	07/22/2003
METHOD AND APPARATUS FOR SEPARATION OF MILK, COLOSTRUM, AND WHEY	6,827,960	12/07/2004
METHOD AND APPARATUS FOR SEPARATION OF MILK, COLOSTRUM, AND WHEY	6,852,352	02/08/2005
METHOD AND APPARATUS FOR SEPARATION OF MILK, COLOSTRUM, AND WHEY	6,875,459	04/05/2005
PURIFICATION OF BIOLOGICAL SUBSTANCES	6,946,075	09/20/2005
FILTER HOUSING*	D316,740	05/07/1991
CHROMATOGRAPHY COLUMN*	D320,949	10/22/1991
FILTER PLATE*	D322,117	12/03/1991
FILTER PLATE*	D323,202	01/14/1992
FILTER PLATE*	D324,720	03/17/1992
FILTER SHEET*	D325,070	03/31/1992
FILTER PLATE*	D327,313	06/23/1992
FILTER SHEET SUPPORT ELEMENT*	D328,789	08/18/1992
FLAT SHEET MEMBRANE MASS TRANSFER	D357,059	04/04/1995

<sup>\*</sup> The Company has allowed this patent filing to lapse; therefore, notwithstanding anything in the Loan Agreement to the contrary, the Company makes no representations or warranties as to the validity or enforceability of such patent.

MODULE

SIX-WAY SPIDER FITTING FOR FILTER

D418,587

01/04/2000

**SYSTEM** 

**SYSTEM** 

FOUR-WAY SPIDER FITTING FOR FILTER

D422,685

04/11/2000

<sup>\*</sup> The Company has allowed this patent filing to lapse; therefore, notwithstanding anything in the Loan Agreement to the contrary, the Company makes no representations or warranties as to the validity or enforceability of such patent.

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 9, 2008 by and between SQUARE 1 BANK ("Bank") and NCSRT, Inc., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated November 1, 2007, as amended (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

square 1 bank

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the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:** 

Address of Grantor:

NCSRT, Inc.

1000 Goodworth Drive Apex, NC 27539

Title:

BANK:

Address of Bank:

SQUARE I BANK

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

Title:

## EXHIBIT A

# COPYRIGHTS

	Registration	Registration
Description	Number	Date
None		

- PATENT

REEL: 021561 FRAME: 0271

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
SMARTFLOW	3,401,728	03/25/2008
PUROSEP	3,271,656	07/31/2007
CHROMAPURE	3,306,580	10/09/2007
OXIPURE	78/471,066	08/20/2004
DIASYNC	77/441,625	04/07/2008
TRIPORT	2,517,160	12/11/2001
SEPTOPORT	2,536,249	02/05/2002
ECON	2,617,139	09/10/2002
OPTISEP	1,875,859	01/24/1995
AUTOSEP	1,680, 144	03/24/1992
CONSEP	1,792,397	09/14/1993

PATENT REEL: 021561 FRAME: 0272