

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
REBATH, LLC	01/12/2010
RECEIVING PARTY DATA	
Name:	FIFTH STREET FINANCE CORP.
Street Address:	10 BANK STREET
Internal Address:	12th FLOOR
City:	WHITE PLAINS
State/Country:	NEW YORK
Postal Code:	10606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5902444
CORRESPONDENCE DATA	
Fax Number:	(714)546-9035
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-641-5100
Email:	patents@rutan.com
Correspondent Name:	Hani Sayed
Address Line 1:	611 Anton Blvd.
Address Line 2:	Suite 1400
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	024969-0072
NAME OF SUBMITTER:	Hani Z. Sayed
<p>Total Attachments: 13</p> <p>source=CoverSheet#page1.tif</p> <p>source=SecurityAgreement#page1.tif</p>	

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PATENT
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**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)

REBATH, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 12, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: FIFTH STREET FINANCE CORP.

Internal Address: 10 BANK STREET, 12th FLOOR

Street Address: _____

City: WHITE PLAINS

State: NY

Country: US Zip: 10606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,902,444

Additional numbers attached? ☐ Yes ☒ No

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

Name: Rutan & Tucker, LLP

Internal Address: 611 ANTON BLVD., SUITE 1400

Street Address: _____

City: COSTA MESA

State: CA Zip: 92626

Phone Number: 714-641-5100

Fax Number: 714-546-9035

Email Address: patents@rutan.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

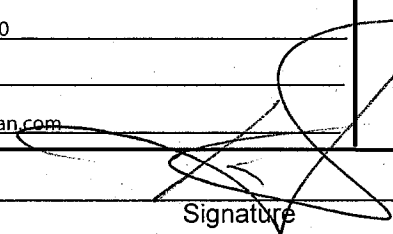
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 502191

Authorized User Name Rutan & Tucker, LLP

9. Signature:


Signature

1/13/2010

Date

Hani Z. Sayed

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of January 12, 2010, between AMBATH, LLC, a Delaware limited liability company ("Assignor") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders as defined in the Credit Agreement (as such terms are hereinafter defined)(together with its successors and assigns, "Administrative Agent").

WHEREAS, Assignor is the owner of the Patents listed on Schedule A hereto; and

WHEREAS, Assignor, certain other borrowers, Fifth Street Finance Corp., as Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Administrative Agent this Patent Agreement;

WHEREAS, the Assignor has granted to Secured Parties a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Patents listed on Schedule A attached hereto, all to secure the payment and performance of the obligations of Assignor to Lenders under the Credit Agreement, the Notes and the Loan Documents; and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement referred to below:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding anything to the contrary provided in this Agreement, Patent Collateral shall not include, and Assignor shall not be deemed to have granted a security interest in any rights or interests in any license, contract or agreement to which any Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Patent Collateral shall include, and Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, Patent Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign Patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All Patents and Patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the Patents listed on Schedule A hereto and all rights, including license rights, to the Patents set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all re-issues, continuations, divisions, continuations-inpart, renewals or extensions thereof; and

(c) the right (but not the obligation) to make and prosecute applications for such Patents.

Secured Parties. Collectively, the Lenders, the Administrative Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Patent Collateral. SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH ASSIGNOR IS A PARTY RELATING TO THE PATENTS.

3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the domestic Patents, rights to Patents and Patent applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (iii) to Assignor's knowledge, each of the issued Patents is valid and enforceable; (iv) to Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights, except as may otherwise have been disclosed to Administrative Agent in writing; (v) to Assignor's knowledge, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the Patent rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses and covenants by the Assignor not to sue third persons, other than the security interest created by the Agreement and this Patent Agreement and liens permitted under the Credit Agreement; (vii) the Assignor has the unqualified right to enter into this Patent Agreement and perform its terms; (viii) this Patent Agreement, together with the Agreement, will create in favor of the Secured Parties a valid and

perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (ix) of this Section 3; and (ix) except for the filing of financing statements with Secretary of State for the State of Delaware under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (2) for the perfection of or the exercise by the Secured Parties of any of its rights and remedies hereunder.

4. No Transfer or Inconsistent Agreements. Without the Administrative Agent's prior written consent and except for licenses of the Patent Collateral granted by the Assignor in its reasonable business judgment, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent Agreement or the Agreement.

5. After-Acquired Patents, etc.

5.1 After-Acquired Patents. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Patents or Patent applications, or become entitled to the benefit of any Patent application or Patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall promptly give to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to transfer title thereto to the Administrative Agent.

5.2 Amendment to Schedule. The Assignor authorizes the Secured Parties to modify this Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof to the extent the foregoing constitute Patent Collateral and are identified by the Assignor pursuant to Section 5.1 above.

6. Patent Prosecution.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Secured Parties harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Secured Parties in connection with the Secured Parties' title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby other than as may result from the Secured Parties' gross negligence or willful misconduct.

6.2 Assignor's Duties, etc. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall have the duty, through counsel acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement or thereafter, to make application for unregistered Patents and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall not abandon any filed Patent application, or any pending Patent application or Patent, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. Secured Parties hereby appoint the Assignor as its agent, effective upon an Event of Default that is continuing, for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, Secured Parties may terminate such agency by providing written notice of termination to the Assignor.

6.3 Assignor's Enforcement Rights. The Assignor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. The Secured Parties shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Secured Parties are completely satisfied that such joinder will not subject the Secured Parties to any risk of liability which is not indemnified by the Assignor. The Assignor shall promptly, upon demand, reimburse and indemnify the Secured Parties for all damages, costs and expenses, including legal fees, incurred by the Secured Parties pursuant to this Section 6.3.

6.4 Protection of Patents, etc. If commercially reasonable in Assignor's reasonable judgment, in general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. The Assignor, in its commercially reasonable judgment, shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would materially affect the validity, grant or enforcement of any of the Patent Collateral.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral, and of any event which materially adversely affects the value of any of the Patent Collateral, the ability of the Assignor or the Secured Parties to dispose of any of the Patent Collateral or the rights and remedies of the Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. Reserved.

8. Remedies. If any Event of Default shall have occurred and be continuing, then upon notice by the Administrative Agent to the Assignor: (i) the Assignor shall immediately cease and desist from the practice, use and sale of the Patent Collateral; and (ii) the Secured Parties shall have, in addition to all other rights and remedies given it by this Patent Agreement, the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and any other relevant jurisdiction and, without limiting the generality of the foregoing, the Secured Parties may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Parties may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Secured Parties, in their own name or that of the Assignor (in the sole discretion of the Secured Parties), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Secured Parties for any cost or expense incurred by the Secured Parties in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Secured Parties to use any of the Patent Collateral, to practice, use or sell Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Secured Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Administrative Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under

this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct or failure to act in a commercially reasonable manner). This power of attorney shall be irrevocable for the duration of this Patent Agreement for so long as any Event of Default has occurred and is continuing.

11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Parties may reasonably request and as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Secured Parties the grant, perfection and priority of the Secured Parties' security interest in any of the Patent Collateral.

12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Patent Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Agreement.

13. Course of Dealing. No course of dealing among the Assignor and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Parties in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral in accordance with this Agreement, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral in accordance with this Agreement, shall be borne and paid by the Assignor.

15. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear,

whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Agreement.

16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTIES ASSUME NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, USE OR SALE OF ANY OF THE PATENT COLLATERAL, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES EXCEPT TO THE EXTENT ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ADMINISTRATIVE AGENT.

17. Rights and Remedies Cumulative. All of the Secured Parties' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Parties contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Secured Parties under the Agreement.

18. Notices. All notices and other communications made or required to be given pursuant to this Patent Agreement shall be delivered in accordance with the notice provision of the Credit Agreement.

19. Amendment and Waiver. This Patent Agreement is subject to modification only by a writing signed by the Administrative Agent and the Assignor, except as provided in Section 5.2. The Secured Parties shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Parties. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. Miscellaneous. The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Secured Parties and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Agreement, the provisions of the Agreement shall control. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as

if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.

[signatures on next page]

SIGNATURE PAGE TO PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

AMBATH, LLC,
a Delaware limited liability company

By: 
Name: Tim Szkatulski
Title: Chief Financial Officer

"Administrative Agent"

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability
company,
its Agent

By: _____
Bernard D. Berman
Member

SIGNATURE PAGE TO PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

AMBATH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"Administrative Agent"

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management L.L.C.,
a Delaware limited liability
company,
its Agent

By: Bernard D. Berman
Bernard D. Berman
Member

SCHEDULE A

Title	Country	Patent No./Serial No.
Flowable Silicone Product and Process	United States	5,902,444