

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ILC Dover LP	12/23/2010
ILC Dover IP, Inc.	12/23/2010

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	5651848
Patent Number:	5874151
Patent Number:	6612360
Patent Number:	6647668
Patent Number:	6653377
Patent Number:	6742193
Patent Number:	6881689
Patent Number:	6910308
Patent Number:	7033499
Patent Number:	7431837
Patent Number:	7709729
Patent Number:	RE40840
Application Number:	12561652
Application Number:	61098151

CH \$600.00 5651848

Application Number:

61163536

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

3605037

NAME OF SUBMITTER:

Richard Kalwa

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of December 23, 2010 is made by ILC DOVER LP, a Delaware limited partnership, formerly known as ILC Dover, Inc. and ILC Dover, Incorporated (the "*Borrower*"), and ILC DOVER IP, INC., a Delaware corporation (together with Borrower, each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of General Electric Capital Corporation (in its individual capacity, "*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, "*Agent*") for the Lenders, for itself, as a Lender (including as Swingline Lender) and an L/C Issuer, and for each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 23, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Borrower, the other Persons party thereto that are designated as a "*Credit Party*", GE Capital, as Agent for the Lenders and for itself as a Lender (including Swingline Lender) and an L/C Issuer, and the Lenders, the Lenders and the L/C Issuers (each as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ILC DOVER LP, a Delaware limited partnership,
as Grantor

By: ILC DOVER 1 LLC, a Delaware limited liability company, its General Partner

By: *Kenneth J. Sheedy*
Name: Kenneth J. Sheedy
Its: Assistant Secretary

ILC DOVER IP, INC., a Delaware corporation,
as Grantor

By: *Kenneth J. Sheedy*
Name: Kenneth J. Sheedy
Its: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ILC DOVER LP, a Delaware limited partnership,
as Grantor

By: ILC DOVER 1 LLC, a Delaware limited liability company, its General Partner

By: _____
Name: _____
Its: _____

ILC DOVER IP, INC., a Delaware corporation,
as Grantor

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: Arthur Campbell
Title: Duly Authorized Signatory

Schedule 1**Patents**

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
IMPROVEMENTS TO ENVIRONMENTAL PRESSURE SUITS	Australia	ILC DOVER LP	20010200126 10 4/27/2001	1261059 5/8/2008
METHOD OF SEALING A SEWN SEAM	Australia	ILC DOVER LP	20010002980 58 10/2/2001	1298058 7/9/2003
IMPROVEMENTS TO ENVIRONMENTAL PRESSURE SUITS	Australia	ILC DOVER LP	20010000610 59 4/27/2001	161059 11/12/2001
BARRIER GLOVE	Australia	ILC DOVER LP, BELL BRUCE CONNARD	20020002560 59 4/4/2002	2256059 10/21/2002
SHIP ENCLOSURE SYSTEM AND METHOD THEREFOR	Australia	ILC DOVER LP	20020003308 65 7/10/2002	2330865 1/29/2003
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Australia	ILC DOVER LP	20000000298 69 2/9/2000	29869 8/29/2000
FLEXIBLE CONTAINMENT CHARGING DEVICE	Australia	ILC DOVER LP	20030002142 01 3/17/2003	3214201 10/20/2003
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	Australia	ILC DOVER LP	20030002652 98 7/28/2003	3265298 4/19/2004
FLEXIBLE DISPOSABLE VESSEL	Australia	ILC DOVER LP	20040002108 69 2/13/2004	4210869 8/26/2004
RIGIDIZABLE PLASTIC COMPOSITES AND MANUFACTURING METHOD THEREFOR	Australia	ILC DOVER LP	19960000595 33 5/30/1996	5953396 12/18/1996
METHOD OF LINEAR ACTUATION BY INFLATION AND APPARATUS THEREFOR	Australia	ILC DOVER LP	20000000604 60 3/21/2000	60460 10/16/2000

SPACE ERECTED INFLATABLE STRUCTURE	Australia	ILC DOVER LP	2000000633 35 3/21/2000	63335 11/14/2000
DEPLOYABLE SPACE FRAME AND METHOD OF DEPLOYMENT THEREFOR	Australia	ILC DOVER LP	2000000633 38 3/23/2000	63338 10/3/2001
VORRICHTUNG ZUM TRANSFERIEREN VON PARTIKELN IN BEHÄLTERN	Austria	ILC DOVER LP	20000009085 49 2/9/2000	337963 9/15/2006
VERFAHREN ZUM KONTROLLIERTEN TRANSFERIEREN VON PARTIKELN	Austria	ILC DOVER LP	20000061196 72 2/9/2000	402868 8/15/2008
VERFAHREN ZUM KONTROLLIERTEN TRANSFERIEREN VON PARTIKELN	Austria	ILC DOVER LP	20000061196 73T 2/9/2000	404430 8/15/2008
FLEXIBLE BEHÄLTERFÜLLVORRICHTUNG	Austria	ILC DOVER LP	20030037116 09T 3/17/2003	441594 9/15/2009
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Canada	ILC DOVER LP	20000023623 16 2/9/2000	2362316 6/17/2008
FLEXIBLE CONTAINMENT CHARGING DEVICE	Canada	ILC DOVER LP	20030024810 33 3/17/2003	2481033 10/16/2003
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE ANDMETHOD OF USE THEREOF	Canada	ILC DOVER LP	20030025002 69 7/28/2003	2500269 1/8/2004
FLEXIBLE DISPOSABLE VESSEL	Canada	ILC DOVER LP	20040025141 96 2/13/2004	2514196 8/26/2004
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Canada	ILC DOVER LP	20000025916 02 2/9/2000	2591602 10/12/2010
FLEXIBLE DISPOSABLE VESSEL	China	ILC DOVER LP	20040800041 48 2/13/2004	1750868 3/22/2006
APPARATUS FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	20000009085 49 2/9/2000	1175342 8/30/2006
FLEXIBLE CONTAINMENT CHARGING DEVICE	EU	ILC DOVER LP	20030007116 09 3/17/2003	1497191 9/2/2009

BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	EU	ILC DOVER LP	20030007986 76 7/28/2003	1551537 4/11/2007
FLEXIBLE DISPOSABLE VESSEL	EU	ILC DOVER LP	20040007112 24 2/13/2004	1596967 6/14/2006
INFLATABLE RIGIDIZABLE BOOM	EU	ILC DOVER LP	20040007073 62 2/2/2004	1597447 11/23/2005
METHOD FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	20000061196 72 2/9/2000	1721829 7/30/2008
METHOD FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	20000061196 73 2/9/2000	1728717 8/13/2008
VORRICHTUNG ZUM TRANSFERIEREN VON PARTIKELN IN BEHÄLTERN	Germany	ILC DOVER LP	20000600304 26 2/9/2000	60030426 5/3/2007
FLEXIBLE BEHÄLTERFÜLLVORRICHTUNG	Germany	ILC DOVER LP	20030603290 90 3/17/2003	60329090 10/15/2009
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Intl. Register	ILC DOVER LP	2000US0003 311 2/9/2000	0047473 8/17/2000
METHOD OF LINEAR ACTUATION BY INFLATION AND APPARATUS THEREFOR	Intl. Register	ILC DOVER LP, CADOGAN DAVID P, FOLKE JOHN K, LIN JOHN K, SANDY CHARLES R	2000US0007 346 3/21/2000	0057685 7/11/2002
SPACE ERECTED INFLATABLE STRUCTURE	Intl. Register	ILC DOVER LP	2000US0007 343 3/21/2000	0061894 10/19/2000
DEPLOYABLE SPACE FRAME AND METHOD OF DEPLOYMENT THEREFOR	Intl. Register	ILC DOVER LP	2000US0007 706 3/23/2000	0171126 9/27/2001
IMPROVEMENTS TO ENVIRONMENTAL PRESSURE SUITS	Intl. Register	ILC DOVER LP	2001US0013 641 4/27/2001	0184020 3/20/2008
BARRIER GLOVE	Intl. Register	ILC DOVER LP, BELL, Bruce, Connard	2002US0010 456 4/4/2002	02080713 7/31/2003
SHIP ENCLOSURE SYSTEM AND METHOD THEREFOR	Intl. Register	ILC DOVER LP	2002US0021 665 7/10/2002	03006307 6/26/2003
METHOD OF SEALING A SEWN SEAM	Intl. Register	ILC DOVER LP	2001US0030 626 10/2/2001	03053678 7/3/2003

FLEXIBLE CONTAINMENT CHARGING DEVICE	Intl. Register	ILC DOVER LP	2003US0008 114 3/17/2003	03084831 10/16/2003
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	Intl. Register	ILC DOVER LP	2003US0023 368 7/28/2003	04028674 11/11/2004
FLEXIBLE DISPOSABLE VESSEL	Intl. Register	ILC DOVER LP	2004US0004 362 2/13/2004	04071884 3/24/2005
INFLATABLE RIGIDIZABLE BOOM	Intl. Register	ILC DOVER LP	2004US0002 765 2/2/2004	04072413 10/7/2004
DEPLOYABLE, RIGIDIZABLE WING	Intl. Register	ILC DOVER LP	2004US0002 979 2/3/2004	05000671 12/7/2006
MIXING VESSEL AND METHOD OF USE	Intl. Register	ILC DOVER LP	2007US0009 525 4/19/2007	2007123971 1/17/2008
THERMOPLASTIC ELASTOMERIC ATTACHMENT SYSTEM FOR TRANSFER OF PARTICULATE MATERIALS	Intl. Register	ILC DOVER LP	2010US0028 956 3/26/2010	2010111677 9/30/2010
LEAK PREVENTING DEVICE FOR A CLOSED CONTAINER	Intl. Register	ILC DOVER LP	1993US0002 171 3/12/1993	9318328 9/16/1993
RIGIDIZABLE PLASTIC COMPOSITES AND MANUFACTURING METHOD THEREFOR	Intl. Register	ILC DOVER LP	1996US0008 019 5/30/1996	9638292 12/5/1996
STRUCTURAL FABRIC ENVIRONMENTAL ENCLOSURE	Intl. Register	ILC DOVER LP	1996US0015 090 9/20/1996	9812394 3/26/1998
HOOD MASK AND AIR FILTER SYSTEM AND METHOD OF MANUFACTURE THEREOF	Israel	ILC DOVER LP	19910000984 90 6/13/1991	98490 10/31/1996
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Singapore	ILC DOVER LP	20030000064 45 2/9/2000	122791 6/29/2006
HOOD MASK AND AIR FILTER SYSTEM AND METHOD OF MANUFACTURE THEREOF	UK	ILC DOVER LP	19910091125 83 6/11/1991	2247416 1/12/1994
HOOD MASK AND AIR FILTER SYSTEM AND METHOD OF MANUFACTURE THEREOF	UK	ILC DOVER LP	19910091125 83 6/11/1991	9112583 7/31/1991
METHOD OF MAKING THREE DIMENSIONAL ARTICLES FROM RIGIDIZABLE PLASTIC COMPOSITES	US	ILC Dover IP, Inc.	08/459670 6/2/1995	5651848 7/29/1997

RIGIDIFIABLE PLASTIC COMPOSITES AND MANUFACTURING METHODS THEREFOR	US	ILC Dover IP, Inc.	08/832157 4/2/1997	5874151 2/23/1999
ASSEMBLY FOR ATTACHING FABRIC TO METAL AND METHOD OF FABRICATION THEREFOR	US	ILC Dover IP, Inc.	09/589771 6/9/2000	6612360 9/2/2003
SPACE ERECTED INFLATABLE STRUCTURE	US	ILC Dover IP, Inc.	09/700980 11/22/2000	6647668 11/18/2003
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	US	ILC Dover IP, Inc.	09/500460 2/9/2000	6653377 11/25/2003
ENVIRONMENTAL PRESSURE SUITS AND METHOD OF MANUFACTURE	US	ILC Dover IP, Inc.	09/980822 12/6/2001	6742193 6/1/2004
ASSEMBLY FOR ATTACHING FABRIC TO METAL AND METHOD OF FABRICATION THEREFOR	US	ILC Dover LP	10/650806 8/29/2003	6881689 4/19/2005
INFLATABLE RIGIDIZABLE BOOM	US	ILC DOVER LP	10/358126 2/4/2003	6910308 6/28/2005
FLEXIBLE DISPOSABLE VESSEL	US	ILC DOVER LP	10/777088 2/13/2004	7033499 4/25/2006
MIXING VESSEL AND METHOD OF USE	US	ILC DOVER LP	11/406496 4/19/2006	7431837 10/7/2008
THIN FILM SOLAR CELL INFLATABLE ULTRAVIOLET RIGIDIZABLE DEPLOYMENT HINGE	US	ILC DOVER LP, Thomas W. Kerslake, The Aerospace Corporation, Lockheed Martin Corporation	10/771719 2/3/2004	7709729 5/4/2010
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	US	ILC Dover LP	11/280932 11/17/2005	RE40840 7/7/2009
PERSONAL PROTECTIVE HOOD HAVING THERMOPLASTIC NECKDAM	US	ILC Dover LP	12/561652 9/17/2009	
PERSONAL PROTECTIVE HOOD HAVING THERMOPLASTIC NECKDAM	US	ILC Dover IP, Inc.	61/098151 9/18/08	

THERMOPLASTIC ELASTROMERIC ATTACHMENT SYSTEM FOR TRANSFER OF PARTICULATE SYSTEMS	US	ILC Dover IP, Inc.	61/163536 3/26/09	
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