# OP \$360,00 58920

## 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
Sivance, LLC	02/17/2011

### **RECEIVING PARTY DATA**

Name:	THL Corporate Finance, Inc., as collateral agent
Street Address:	100 Federal Street
Internal Address:	31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5892084
Patent Number:	6036967
Patent Number:	6339137
Patent Number:	6346553
Patent Number:	6143309
Patent Number:	6228380
Patent Number:	6267977
Patent Number:	6770123
Patent Number:	6353073

# **CORRESPONDENCE DATA**

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Correspondent Name: GOODWIN PROCTER LLP/Attn: Janis Nici

**PATENT** 

REEL: 025829 FRAME: 0178

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Address Line 1: 620 Eighth Ave Address Line 4: New York, NE\	enue W YORK 10018
ATTORNEY DOCKET NUMBER:	126487205263
NAME OF SUBMITTER:	Janis Nici
Total Attachments: 6 source=patent security interest#page1.tif source=patent security interest#page2.tif source=patent security interest#page3.tif source=patent security interest#page4.tif source=patent security interest#page5.tif source=patent security interest#page6.tif	

PATENT REEL: 025829 FRAME: 0179

# PATENT ASSIGNMENT OF SECURITY

WHEREAS, SIVANCE, LLC, a limited liability company formed under the laws of the State of Delaware, located at 4044 NE 54<sup>th</sup> Ave., Gainesville, FL 32609 ("Issuer"), owns the patents and patent applications shown in the attached <u>Schedule A</u> (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Issuer is obligated to THL CREDIT, INC., THL CREDIT GREENWAY FUND LLC, and the other purchasers which hereafter become a party to the Note Purchase Agreement (collectively, "Purchasers") and THL CORPORATE FINANCE, INC., as collateral agent for Purchasers ("Collateral Agent"), pursuant to (i) a certain Senior Secured Note Purchase Agreement, dated the date hereof, among Collateral Agent, Purchasers and Issuer (the "Note Purchase Agreement") and (ii) a certain Patent Collateral Security Agreement, dated the date hereof, made by Issuer in favor of Collateral Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Issuer is granting to Collateral Agent for its benefit and for the ratable benefit of Purchasers a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Issuer does hereby assign unto Collateral Agent for its benefit and for the ratable benefit of Purchasers and grant to Collateral Agent for its benefit and for the ratable benefit of Purchasers a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations (as defined in the Note Purchase Agreement) in accordance with the terms and provisions of the Agreements.

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Issuer expressly acknowledges and affirms that the rights and remedies of Collateral Agent and Purchasers with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York February 17, 2011

SIVANCE, LLC

3v: (1) Archen Ster

Its: MANAGER

STATE OF NEW YORK )	
: ss.:	
COUNTY OF NEW YORK )	
On this \( \sum_{\text{and}} \) day of February, 2011, before me personally came \( \sum_{\text{and}} \) However the me known, who, being by me duly sworn, did depose and say that s/he is the \( \text{and} \) the of SIVANCE, LLC, the limited liability company described in and which executed the foregoinstrument; and that s/he signed her/his name thereto by order of the board of managers of s	oing
limited liability company.  Notary Public	saiu

Notary Page to Patent Assignment of Security

THL CORPORATE FINANCE, INC., as Collaieral/Agent

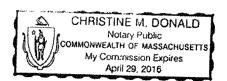
Name: Christopher J. Flynn

Its: Managing Director

STATE OF NEW YORK ) : ss.:
COUNTY OF NEW YORK )

On this <u>late</u> day of February, 2011, before me personally came <u>Christopher</u>, to me known, who, being by me duly sworn, did depose and say that she is the <u>Managing Director</u> of THL CORPORATE FINANCE, INC., the corporation described in and which executed the foregoing instrument; and that she was authorized to sign her/his name thereto on behalf of said corporation.

Chustile M. Dmcld Notary Public



Notary Page to Patent Assignment of Security

# SCHEDULE A

Schedule A to a Patent Assignment of Security dated February 17, 2011, by and between SIVANCE, LLC and THL CORPORATE FINANCE, INC., as Collateral Agent.

TITLE	APPLICATION OR PATENT NO.	ISSUE OR FILING DATE
Novel Aminoorganofunctionalsiloxanes	5892084	04-06-1999
Mixtures of Trimethylsilylated Silicas and Alkylsiloxanes	6036967	03-14-2000
Poly (aminoorganofunctionalsiloxanes)	6339137	01-15-2002
Alkylmethylsiloxane-dimethylsilicone polyalkylene oxide copolymers	6346553	02-12-2002
Novel Delivery of Hydroxy Carboxylic Acids	6143309	11-07-2000
Novel Delivery of Hydroxy Carboxylic Acids	6228380	05-08-2001
Novel Delivery of Hydroxy Carboxylic Acids	6267977	07-31-2001
Protective Coatings Having Branched Trimethylsilylated Alkylsilsesquioxane Emulsions	6770123	08-03-2004
Poly (aminoorganofunctionalsiloxanes)	6353073	03-05-2002

Schedule A

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**RECORDED: 02/22/2011** 

PATENT REEL: 025829 FRAME: 0185