# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Patent Security Agreement

#### **CONVEYING PARTY DATA**

Name	Execution Date
Avantor Performance Materials, Inc.	06/24/2011

## **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		

## PROPERTY NUMBERS Total: 57

Property Type	Number
Patent Number:	6203679
Patent Number:	5217619
Patent Number:	5308745
Patent Number:	6749998
Patent Number:	6326130
Patent Number:	5466389
Patent Number:	5498293
Patent Number:	5576217
Patent Number:	5989353
Patent Number:	6585825
Patent Number:	6465403
Patent Number:	6599370
Patent Number:	6311134
Patent Number:	6899818
Patent Number:	6875817
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REEL: 026499 FRAME: 0256

Patent Number:	7393819
Patent Number:	7247208
Patent Number:	7718591
Patent Number:	7419945
Patent Number:	7671001
Patent Number:	7470767
Patent Number:	7928046
Patent Number:	7521406
Patent Number:	7767636
Patent Number:	7754668
Patent Number:	7825078
Patent Number:	7947639
Patent Number:	7951764
Patent Number:	7799749
Patent Number:	7375188
Application Number:	11813434
Application Number:	11630603
Application Number:	11817874
Application Number:	12565172
Application Number:	11910281
Application Number:	11521246
Application Number:	12046582
Application Number:	12522605
Application Number:	12522716
Application Number:	12596921
Application Number:	12600369
Application Number:	12619259
Application Number:	10515372
Application Number:	61155309
Application Number:	61357146
Application Number:	12811257
Application Number:	61401808
Application Number:	12737663
Application Number:	12998296
Application Number:	12998499
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	13066889
Application Number:	61518305
Application Number:	61518258
Application Number:	12998655
Application Number:	12998659
Application Number:	12998656
Application Number:	61519902

#### **CORRESPONDENCE DATA**

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: robert.wise@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

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Address Line 2: Attn: Shivram Sankar

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2332

### NAME OF SUBMITTER: Shivram Sankar

#### Total Attachments: 8

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#### PATENT SECURITY AGREEMENT

**PATENT SECURITY AGREEMENT** dated as of June 24, 2011 (this "Agreement"), among AVANTOR PERFORMANCE MATERIALS, INC., a New Jersey corporation (the "Grantor"), located at 222 Red School Lane, Phillipsburg, NJ 08865, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("CS"), as collateral agent (in such capacity, the "Collateral Agent").

WHEREAS, Avantor Performance Materials Holdings, Inc., a Delaware corporation (the "Borrower") previously entered into a Credit Agreement, dated as of October 8, 2010 (the "Existing Credit Agreement"), among the Borrower, the Lenders and CS, as the Administrative Agent (in such capacity, the "Administrative Agent", referred to herein collectively with the Collateral Agent as "Agent"), the Collateral Agent and the other parties thereto, pursuant to which the Lenders have extended, and have agreed to extend, credit to the Borrower; and

WHEREAS, the Grantor, as a direct wholly-owned subsidiary of Borrower, entered into (a) a Guarantee and Collateral Agreement, dated as of October 8, 2010 (the "Guarantee and Collateral Agreement") by and among the Borrower, the Grantor, the Collateral Agent and the other parties thereto and (b) a Patent Security Agreement, dated as of October 8, 2010, by and among the Grantor and the Collateral Agent, which was recorded with the United States Patent and Trademark Office at Reel 025114/ Frame 0208; and

WHEREAS, the Borrower desires to enter into (A) the Amendment Agreement, dated as of the date hereof (the "Amendment Agreement") among the Borrower, the Grantor, the other Loan Parties and the Agent, which Amendment Agreement, among other things, amends and restates the Existing Credit Agreement in the form of the Amended and Restated Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement") and (B) the Incremental Term Loan Assumption Agreement, dated as of the date hereof (the "Incremental Agreement"), among the Borrower, the Grantor, the other Loan Parties and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amendment Agreement, the Amended and Restated Credit Agreement and the Incremental Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a direct, wholly-owned subsidiary of the Borrower, and will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Amendment Agreement, the Amended and Restated Credit Agreement and the Incremental Agreement, and accordingly is willing to (i) acknowledge and agree that the Guarantee and Collateral Agreement remains in effect, (ii) confirm and ratify the guarantees and liens granted thereunder and (iii) execute and deliver this Agreement to induce the Lenders to extend such credit.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) all patents issued by the United States or the equivalent thereof in any other country, and all applications for patents of the United States or the equivalent thereof in any other country, including issued patents and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on <u>Schedule I</u>;
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein ((a) and (b) collectively, the "*Patents*"); and
- (c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. <u>Recordation</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Patent Collateral shall not include any Excluded Assets.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed

signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Further Assurances</u>. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Patent Collateral.

SECTION 7. <u>Applicable Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AVANTOR PERFORMANCE MATERIALS, INC.

Name: Robert Harrer

Title: Executive Vice President, Chief Financial Officer, Chief Administrative

Officer and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Name: Title:

Director

Name: Title:

VIPUL DHADDA ASSOCIATE

# SCHEDULE I TO PATENT SECURITY AGREEMENT

# **Patents and Patent Applications**

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status
Electrophoresis Gel Container	09/251129	16-Feb-99	6203679	20-May-	Granted
_				01	
Liquid-Solid Extraction Apparatus and	846895	06-Mar-92	5217619	08-Jun-93	Granted
Method of Using Same					
Alkaline-Containing Photoresist Stripping	972511	06-Nov-92	5308745	03-May-	Granted
Compositions Producing Reduced Metal				94	
Corrosion with Cross-Linked or Hardened					
Resist Resins					
Photoresist Strippers Containing Reducing	09/968665	02-Oct-01	6749998	15-Jun-04	Granted
Agents to Reduce Metal Corrosion					
Photoresist Strippers Containing Reducing	08/133680	07-Oct-93	6326130	04-Dec-01	Granted
Agents to Reduce Metal Corrosion					
pH Adjusted Surfactant-Containing Alkaline	230132	20-Apr-94	5466389	14-Nov-95	Granted
Cleaner Composition for Cleaning					
Microelectronics Substrates					
Cleaning Wafer Substrates of Metal	264858	23-Jun-94	5498293	12-Mar-96	Granted
Contamination While Maintaining Wafer					
Smoothness					
Solid Phase Micro-Extraction of Trace	396124	28-Feb-95	5576217	19-Nov-96	Granted
Amounts of Organic Analytes					
Cleaning Wafer Substrates of Metal	08/729565	11-Oct-96	5989353	23-Nov-99	Granted
Contamination While Maintaining Wafer					
Smoothness					
Stabilized Alkaline Compositions for	09/688559	16-Oct-00	6585825	01-Jul-03	Granted
Cleaning Microelectronic Substrates					
Silicate-Containing Alkaline Compositions for	09/701114	17-Nov-00	6465403	15-Oct-02	Granted
Cleaning Microelectronic Substrates					
Stabilized Alkaline Compositions for	09/859142	16-May-01	6599370	29-Jul-03	Granted
Cleaning Microelectronic Substrates					
Process and Apparatus for Comparing	09/247058	09-Feb-99	6311134	30-Oct-01	Granted
Chemical Products					
Method and Composition for Removing	10/220720	04-Sep-02	6899818	31-May-	Granted
Sodium-Containing Material from				05	
Microcircuit Substrates					
Functionalized Polymeric Media for	10/250570	12-Feb-03	6875817	05-Apr-05	Granted
Separation of Analytes					
Ammonia-Free Alkaline Microelectronic	10/483037	06-Jan-04	7393819	01-Jul-08	Granted
Cleaning Compositions with Improved					
Substrate Compatibility					
Microelectronic Cleaning Compositions	10/483036	06-Jan-04	7247208	24-Jul-07	Granted
Containing Ammonia-Free Fluoride Salts for					
Selective Photoresist Stripping and Plasma					
Ash					
Microelectronic Cleaning Compositions	11/762087	13-Jun-07	7718591	18-May-	Granted
Containing Ammonia-Free Fluoride Salts for				10	
Selective Photoresist Stripping and Plasma					
Ash					

Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status
Microelectronic Cleaning Compositions	10/515392	22-Nov-04	7419945	02-Sep-08	Granted
Containing Oxidizers and Organic Solvents	10,0100,2		, , , , , ,	oz sep se	
Alkaline, Post Plasma Etch or Post Etch/Ash	10/572860	22-Mar-06	7671001	02-Mar-10	Granted
Residue Removers and Photoresist Strippers	10/0/2000		, 0, 1001	02 11111 10	
Containing Metal-Halide Corrosion Inhibitors					
Preparation of Ultrapure Polymeric Articles	11/631586	04-Jan-07	7470767	30-Dec-08	Granted
Preparation and Use of Mixed Mode	11/813434	06-Jul-07	7170707	30 200 00	Published
Polymeric Chromatographic Media for	11/015454	00 341 07			donsiled
Bioseparations					
Stripping and Cleaning Compositions for	11/349635	08-Feb-06	7928046	19-Apr-11	Granted
Microelectronics	11/34/033	08-1 65-00	7,728040	I J-Api-II	Granted
Microelectric Cleaning Composition	10/982330	05-Nov-04	7521406	21-Apr-09	Granted
Containing Halogen Oxygen Acids, Salts and	10/702330	05-1107-04	7521400	21-Api-07	Granted
Derivatives					
Nanoelectronic and Microelectronic Cleaning	10/584827	27-Jun-06	7767636	03-Aug-10	Granted
Compositions	10/30+02/	27- <b>J</b> un-00	7707030	03-Aug-10	Granted
Compositions for the Removal of Post-Etch	11/911346	12-Oct-07	7754668	13-Jul-10	Granted
and Ashed Photoresist Residue and Bulk	11//11/740	12-001-07	1137000	1.5-341-10	Jianicu
Photoresist					
Composition for Cleaning Microelectronic	11/630603	20-Dec-06			Published
Substrates	11/050005	20-Dec-00			l donsiled
Non-Aqueous Stripping Composition	11/630602	20-Dec-06	7825078	27-Oct-06	Granted
Containing Fructose	11/030002	20-000	7023070	27-001-00	Granicu
Non-Aqueous, Non-Corrosive Microelectronic	11/710600	18-May-07	7947639	24-May-	Pending
Cleaning Compositions Containing Polymeric	11//19090	16-Way-07	1947039	11	1 chang
Corrosion Inhibitors				1 1	
Compositions for Cleaning Ion Implanted	11/817874	06-Sep-07			Published
Photoresist in Front End of Line Applications	11/01/0/4	00-3ср-07			l donsiled
High Efficiency Chromatography Column	12/565172	23-Sep-09			Published
With Re-Usable End Cap	12/303172	23-5cp-07			1 donsiled
Non-Aqueous, Non-Corrosive Microelectronic	11/720084	24-May-07	7951764	31-May-	Pending
Cleaning Compositions	11/72000+	24-Way-07	7551704	11	Chaing
Non-Aqueous Photoresist Stripper That	11/910281	01-Oct-07		11	Published
Inhibits Galvanic Corrosion	11/710201	01-061-07			l donsiled
Stabilized, Non-Aqueous Cleaning	12/161886	23-Jul-08	7799749	21-Sep-10	Granted
Compositions for-Microelectronics Substrates	12/101000	23-341-06	1199149	21-Sep-10	Granicu
Purified Vegetarian Protein A And Process	11/521246	14-Sep-06			Published
For Production Thereof	11/321240	14-3ep-00			1 donsiled
Purified Vegetarian Protein A And Process	11/194093	29-Jul-05	7375188	20-May-	Granted
For Production Thereof Vegetarian	11/1/40/3	29-341-03	7373188	08	Granicu
Purified Vegetarian Protein A And Process	12/046582	12-Mar-08		00	Published
For Production Thereof	12/040362	12-14141-00			1 ublished
Chromatographic Media and Chromatographic	12/522605	09-Jul-09			Published
Equipment Storage Solutions and Use Thereof	12/322003	09- <b>J</b> ul-09			rublished
Peroxide Activated Oxometalate Based	12/522716	10-Jul-09			Published
Formulations for Removal of Etch Residues	121322/10	10-341-09			1 uonsned
Polysilicon Planarization Solution For	12/596921	21-Oct-09			Published
Planarizing Low Temperature Poly-Silicon	1 <i>4137</i> 0741	21-001-09			1 uonsiied
Thin Film Panels					
Directly Compressible High Functionality	12/600369	16-Nov-09			Published
Granular Microcrystalline Cellulose Based	14/000309	10-1104-09			T uonsned
Excipient, Manufacturing Process and Use					
Thereof					
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Title	Appl. No.	Filing Date	Patent No.	Issue Date	Status
Directly Compressible Granular	12/619259	16-Nov-09			Published
Microcrystalline Cellulose Based Excipient,					
Manufacturing Process and Use Thereof					
Microelectronic Cleaning and Arc Remover	10/515372	22-Nov-04			Published
Compositions					
Multipurpose Acidic Organic Solvent Based	61/155309	25-Feb-09			Pending
Microelectronic Cleaning Composition					
Metal Sulfide Deposition Using Alkylated	61/357146	22-Jun-10			Pending
Thioureas					
Post Plasma Etch/Ash Residue and Silicon-	12/811257	30-Jun-10			Published
Based Anti-Reflective Coating Remover					
Compositions Containing Tetrafluoroborate					
Ion					
Chemical Solutions for Texturing of	61/401808	19-Aug-10			Pending
Multicrystalline Silicone Wafers for Solar Cell					
Manufacturing					
Sustained Release Composition	12/737663	04-Feb-11			Published
-					
Aqueous Acidic Formulations for Copper	12/998296	06-Apr-11			Pending
Oxide Etch Residue Removal and Prevention		1			
of Copper					
Gluconic Acid-Containing Microelectronics	12/998499	27-Apr-11			Pending
Stripping and Cleaning Composition		_			
Non-Aqueous, Non-Corrosive Photoresist	13/066889	27-Apr-11			Pending
Stripper Containing Polymer Having Multiple		1			
Amino and/or Hydroxyl Functional Groups					
Separation of Protein Monomers and	61/518305	03-May-11			Pending
Aggregates by Weak Anion Exchangers					
A Novel Chromatographic Media Based on	61/518258	03-May-11			Pending
Alkyamine Spacer, Synthesis and Use Thereof					
Directly Compressible High Functionality	12/998655	16-May-11			Pending
Granular Dibasic Calcium Phosphate Based					
Co-Processed Excipient.					
Directly Compressible Granular	12/998659	16-May-11			Pending
Microcrystalline Cellulose Co-Processed					
Excipient and Process To					
New Chromatographic Media Based On	12/998656	16-May-11			Pending
Phenoxy Alkyl And Alkoxy-Or Phenoxy-					
Phenyl Alkyl Ligands					
Solvent Based Polymer Removal Chemistry	61/519902	01-Jun-11			Pending
With Enhanced Compatability With Copper					
Metallization And Porous Low-K Dielectrics					

**RECORDED: 06/24/2011**