# 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
Burle Technologies, Inc.	03/19/2012

## **RECEIVING PARTY DATA**

Name:	ING BANK N.V., LONDON BRANCH
Street Address:	60 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5TQ

## PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	0806495
Patent Number:	5259057
Patent Number:	5351332
Patent Number:	5378960
Patent Number:	5387797
Patent Number:	5440115
Patent Number:	5544772
Patent Number:	5550945
Patent Number:	5568013
Patent Number:	5569355
Patent Number:	5618217
Patent Number:	5625459
Patent Number:	5726076
Patent Number:	5770858
Patent Number:	5997713
	DATENT

REEL: 027891 FRAME: 0405

**PATENT** 

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Patent Number:	6239549
Patent Number:	6384519
Patent Number:	6492657
Patent Number:	6657385
Patent Number:	6828729
Patent Number:	6958474
Patent Number:	7026177
Patent Number:	7038223
Patent Number:	7081618
Patent Number:	7141787
Patent Number:	7154086
Patent Number:	7555185
Patent Number:	7695978
Patent Number:	8084732

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 76329.000005

NAME OF SUBMITTER: David E. Baker

# Total Attachments: 6

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, is entered into as of March 19, 2012 (this "Agreement"), by and between ING BANK N.V., LONDON BRANCH, for itself and in its capacity as the security agent (the "Agent"), and BURLE TECHNOLOGIES, INC., a Delaware corporation (the "Grantor").

## WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of October 27, 2011 made by and between the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted, collaterally assigned, conveyed, mortgaged, pledged and hypothecated to the Agent, for itself and the benefit of the Senior Finance Parties, a lien on and security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned or hereafter acquired by or arising in favor of the Grantor, including all patents, patent applications and patent licenses identified in the attached Schedule I.

- **NOW, THEREFORE,** in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- 1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- 2. To secure the prompt and complete payment of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for itself and the benefit of the Senior Finance Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):
  - (a) each patent and patent application now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each patent and patent application referred to in <u>Schedule I</u> hereto and any renewals of registrations thereof;
  - (b) each patent license now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the patent licenses, if any, referred to in <u>Schedule I</u> hereto; and
  - (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or patent application or breach of patent licenses, if any, including, without limitation, any patent, patent application or patent license referred to in <u>Schedule I</u> hereto.
- 3. The Grantor hereby further acknowledges and affirms that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the

Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all documents as the Grantor may reasonably request (but without recourse or warranty by the Agent or any Senior Finance Party) in order to evidence such termination.
- 5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new patent (including any patent application), whether under a patent license or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new patent or patent application. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any future patents, patent applications and patent licenses covered by Section 2 or by this Section 5.
- 6. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.
- 7. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS DOCTRINES), AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

GRANTOR:
BURLE TECHNOLOGIES, INC.
By: Megny to. Bell
Name: Gregory W. Bell Title: President
AGENT:
ING BANK N.V., LONDON BRANCH
Ву:
Name:
Title:

[Signature Page to Patent Security Agreement]

PATENT ...

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

GRANTOR:

BURLE TECHNOLOGIES, INC.

By:
Name:
Title:

AGENT:

ING BANK N.V., LONDON BRANCH

ame: CRAIT BATTER STUART ORMSTON

[Signature Page to Patent Security Agreement]

# SCHEDULE I

Patent No.	Patent Title
806495	Flexible Lead Assembly for Microchannel Plate based Detector
5259057	Waveguide Array and Method for Contrast Enhancement
5351332	Waveguide Arrays and Method for Contrast Enhancement
5378960	Method of Manufacturing Thin Film Continuous Dynode for Electron Multiplier
5387797	Detector Having Selectrive Photon and Neutral Particle Absorbent Coating
5440115	Zener Diode Biased Electron Multiplier with Stable Gain Characteristic
5544772	Fabrication of a Microchannel Plate from a Perforated Silicon
5550945	Integrated Image Conduit and Illumination
5568013	Miro-Fabricated Electron Multipliers
5569355	Method for Fabrication of Micorchannel Electron Multipliers
5618217	Method of Fabrication of Discrete Dynode Electron Multipliers
5625459	Diffuse Reflectance Probe
5726076	Method of Making Thin-Film Continuous Dynodes for Electron Multiplication
5770858	Microchannel Plate-Based Detector for Time of Flight Mass Spectrometer
5997713	Silicon Etching Process for Making MicroChannel Plates
6239549	Electron Multiplier Electron Source and Ionization Source using It
6384519	Micro-Dynode Integrated Electron Multiplier
6492657	Integrated Semiconductor Microchannel Plate and planar Diode Electron Flux Amblifier and Collector
6657385	Diamond Transmission dynode and Photomultiplier or Imaging Device Using Same
6828729	Bipolar Time of Flight Detector, Cartridge & Detection Method
6958474	Detector for a bipolar time-of-flight mass spectrometer
7026177	Division 6828729 Bipolar Time of Flight Detector, Cartridge & Detection Method
7038223	Controlled Charge Neutralization of Ion-Implanted Articles
7081618	Ion Mobility Spectrometer
7141787	Co-Axial Time of Flight Detector
7154086	Conductive Tube for use as a Reflectron Lens
7555185	Mirochannel Plate having Mounting Pad Segments
7695978	Maldi Target Plate Utilizing Micro-wells
8084732	Resistive glass structures used to shape electric fields in analytical instruments & resistive glass
806495	Flexible Lead Assembly for Microchannel Plate based Detector

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**RECORDED: 03/20/2012**