

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
Dexter Magnetic Technologies, Inc.	06/29/2012

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5635889
Patent Number:	5865970
Patent Number:	5886609
Patent Number:	5959520
Patent Number:	6084498
Patent Number:	6249200
Patent Number:	6413420
Patent Number:	6451207
Patent Number:	6514415
Patent Number:	6514416
Patent Number:	6562239
Patent Number:	6572778
Patent Number:	7135792
Patent Number:	7182843
Patent Number:	7373716

OP \$920.00 5635889

Patent Number:	7258799
Application Number:	12537367
Application Number:	12652621
Application Number:	61327270
Application Number:	61446100
Application Number:	61501833
Application Number:	61508785
Application Number:	61592690

CORRESPONDENCE DATA

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Correspondent Name: Sharon Patterson, Paralegal
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Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.148

NAME OF SUBMITTER: Sharon Patterson

Total Attachments: 8
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 29, 2012, by DEXTER MAGNETIC TECHNOLOGIES, INC., a New York corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain affiliates of the Grantors from time to time party thereto, Lenders from time to time party thereto (the "Lenders") and Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Patents" shall mean all of each Grantor's patents and patent applications, the inventions and improvements described and claimed therein, and all patentable inventions, including, without limitation, the registered patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) each Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any Patent.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral 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. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.


7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically terminate and all rights to the Patent Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the expense of the Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

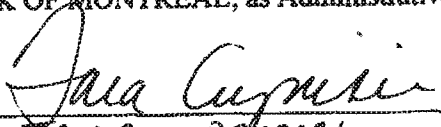
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEXTER MAGNETIC TECHNOLOGIES, INC.,
a New York corporation

By 
Name Harley B. Kaplan
Title President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By 
Name TARA CUPRIN
Title VICE PRESIDENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Name of Grantor	Patent	Date Issued/ Applied	Patent/ Application/ Publication #
Dexter Magnetic Technologies, Inc.	Dipole Permanent Magnet Structure	Issued 06/03/97	US 5,635,889
	Permanent Magnet Structure for Use in a Sputtering Magnetron	Issued 02/02/99	US 5,865,970
	Single Dipole Permanent Magnet Structure with Linear Gradient Magnetic Field Intensity	Issued 03/23/99	US 5,886,609
	Magnetic Decoupler	Issued 09/28/99	US 5,959,520
	Magnetic Decoupler	Issued 07/04/00	US 6,084,498
	Combination of Magnets for Generating a Uniform External Magnetic Field	Issued 06/19/01	US 6,249,200
	Magnetic Separation Device	Issued 07/02/02	US 6,413,420
	Magnetic Cell Separation Device	Issued 09/17/02	US 6,451,207
	Method and Apparatus for Magnetic Separation of Particles	Issued 02/04/03	US 6,514,415

Name of Grantor	Patent	Date Issued/ Applied	Patent/Application/ Publication #
	Method and Apparatus for Magnetic Separation of Particles	Issued 02/04/03	US 6,514,416
	Magnetic Separation Device	Issued 05/13/03	US 6,562,239
	Method for Separating Magnetized Substances from a Solution	Issued 06/03/03	US 6,572,778
	High Field Voice Coil Motor	Issued 11/14/06	US 7,135,792
	Rotating Sputtering Magnetron	Issued 02/27/07	US 7,182,843
	Method and Apparatus for Magnetic Separation of Particles	Issued 08/21/07	US 7,258,799
	Method For Constructing Permanent Magnet Assemblies	Issued 05/20/08	US 7,373,716
	Turbine Generator Having Direct Magnetic Gear Drive	Pending - Filed 8/7/2009	US 12537367
	Multi Function Magnetic Decoupler	Pending - Filed 01/05/10	US 12/652,621
	Magnetic Structure for Erasing Disk or Disks within Hard Disk Drives	Pending - Filed 04/23/10	US 61/327,270

Name of Grantor	Patent	Date Issued/Applied	Patent/Application/Publication #
	High resolution absolute orientation rotary magnetic encoder	Provisional - Filed 2/24/2011	US61/446,100
	Magnetic cup assembly holding device with low magnetic leakage field	Provisional - Filed 7/6/2011	US 61/501,833
	Hall Cell Load Measuring Device for Lift Trucks	Provisional - Filed 7/8/2011	US 61/508,785
	A New Planetary Magnetic Gear Using Rotating Cylinders	Provisional - Filed 1/31/12	US 61/592,690
	Magnetic Cell Separation Device	Issued 01/15/08	CA 2,292,631 (Canada)
	High Field Voice Coil Motor	Issued 11/30/2007	127096 (Singapore)
	Magnetic Cell Separation Device	Issued 3/31/10	4444377 (Japan)
	High Field Voice Coil Motor	Issued 01/20/2012	4909891 (Japan)
	Magnetic Cell Separation Device	Issued 02/20/03	AU 753,848 (Australia)
	High Field Voice Coil Motor	Issued 06/02/2010	ZL200580023214.X (China)
	Magnetic Cell Separation Device	Issued 08/25/04	EP0986436 (Europe)
	Method For	Pending - Filed	4795867.3

Name of Grantor	Patent	Date Issued/ Applied	Patent/Application/ Publication #
	Constructing Permanent Magnet Assemblies	10/19/04	(Europe)
	Rotating Sputtering Magnetron	Pending - Filed 11/05/04	4801059.9 (Europe)
	High Field Voice Coil Motor	Pending - Filed 05/12/05	5748247.3 (Europe)
	Rotating Sputtering Magnetron	Pending - Filed 11/05/04	2006-539966 (Japan)