

## 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
General Data Company, Inc.	05/06/2013
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	5082254
Patent Number:	5188347
Patent Number:	5360741
Patent Number:	6098839
Patent Number:	6395234
Patent Number:	6780380
Patent Number:	7507379
Application Number:	61674333
Patent Number:	7094732
Patent Number:	7163728
PCT Number:	US2012889493
CORRESPONDENCE DATA	
Fax Number:	5132414551
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jschlosser@dbllaw.com

OP \$440.00 5082254

Correspondent Name: Jeff Schlosser  
Address Line 1: 441 Vine Street  
Address Line 2: Suite 3500  
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Jeff Schlosser
Signature:	/jeff schlosser/
Date:	05/28/2013

**Total Attachments: 7**

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**PATENT SECURITY AGREEMENT**

**THIS PATENT SECURITY AGREEMENT** is entered into as of the 6th day of May, 2013, by and among by and between **GENERAL DATA COMPANY, INC.**, a Pennsylvania corporation, ("Debtor") in favor of **U. S. BANK NATIONAL ASSOCIATION**, a national banking association ("Secured Party") pursuant to the Amended and Restated Loan Agreement of even date herewith (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") between the Secured Party and Debtor.

W i t n e s s e t h :

WHEREAS, pursuant to the Loan Agreement, the Secured Party has agreed to make and renew certain Loans (as defined in the Loan Agreement) to the Debtor subject to certain terms and subject to the conditions set forth therein; and

WHEREAS, to secure the Debtor's obligations under the Loan Agreement, the Notes and the other Loan Documents, the Debtor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Secured Party to enter into the Loan Agreement and to induce the Secured Party to make and renew the Loans thereunder, the Debtor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means (a) all patents, patent applications, utility models, certificates of invention, and similar forms of intellectual property protection in any country of the world, all the foregoing whether now existing or hereafter adopted or acquired, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

"Patent License" means any agreement, whether written or oral, providing for the grant by or to the Debtor of any license under or other right in, to or under any Patent.

SECTION 2. Grant of Security Interest in Patent Collateral. The Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Debtor, hereby sells, conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of the Debtor's right, title and interest in, to and under the following Collateral of the Debtor wherever located, and now owned or hereafter acquired (the "Patent Collateral"):

(a) all of its Patents and Patent Licenses, to which it now or hereafter is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all trademarks, service marks, and trade dress to which it now or hereafter owns;

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

(d) any consideration received when all or any part of the Patent Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Chapter 1309 of the Ohio Revised Code, as amended from time to time), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Patent and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or any other impairment thereof.

Upon the request of the Secured Party, at no cost to the Secured Party, the Debtor agrees to execute an amendment to this Patent Security Agreement or to execute an Amended and Restated Patent Security Agreement, containing such terms as the Secured Party may reasonably require, in order to perfect such additional Patents and/or Patent Licenses and/or trademarks that subsequent hereto the Debtor may acquire an interest in.

SECTION 3. Debtor Remains Liable. It is expressly agreed by the Debtor that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents or Patent Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Patents or Patent Licenses or any other action or failure to act in connection with this Patent Security Agreement, except to the extent that the same are caused by the gross negligence or willful misconduct of the Secured Party. The Debtor shall remain liable for any and all claims by any Person that the conduct of the Debtor's business or products or processes of the Debtor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to that certain Security Agreement by and between the Debtor and the Secured Party of even date herewith (the "Security Agreement") and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. Termination of Security Interest in Patent Collateral. Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Debtor, to the Debtor, against receipt therefor, such of the Patent Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Debtor, together with appropriate instruments of reassignment and/or release.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. APPLICABLE LAW. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO OHIO'S CHOICE OF LAW DOCTRINE.

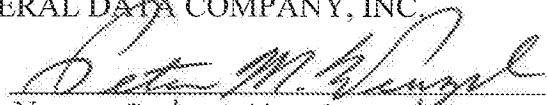
[Signature page follows.]

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

DEBTOR:

GENERAL DATA COMPANY, INC.

By:




Name: Peter M. Wenzel

Title: President

Acknowledged by:

U. S. BANK NATIONAL ASSOCIATION

BY:



NAME: Paul Lanier

TITLE: Vice President



**SCHEDULE 1****To****Patent Security Agreement****As of May 6, 2013**

A. PATENTS OWNED BY GENERAL DATA COMPANY (INCLUDING BUT NOT LIMITED TO THOSE ACQUIRED PURSUANT TO AN ASSET PURCHASE AGREEMENT WITH TRIANGLE BIOMEDICAL SCIENCES, INC. DATED MAY 1, 2013)

<b>Title</b>	<b>Country</b>	<b>Serial No.</b>	<b>Patent No.</b>	<b>Status</b>	<b>Issue Date</b>
Microtome object holder assembly	USA		5,082,254		1/21/1992
Compressible microtome object holder	USA		5,188,347		2/23/1993
DNA Hybridization incubator	USA		5,360,741		11/1/1994
Article dispensing assembly	USA		6,098,839		8/8/2000
Sample cassette having utility for histological processing of tissue samples	USA		6,395,234		5/28/2002
Tissue processor	USA		6,780,380		8/24/2004
Unitary assembly for biological specimen support articles, and apparatus for dispensing individual biological specimen support	USA		7,507,379		3/24/2009
Microscope slide for specimen tracking and verification and method of making same	USA		61/674,333		
Cordless heated forceps	USA		US-12-889,493		
Wristbands	USA		7,094,732		
Direct thermal image plastic film (Stainer/shield)	USA		7,163,728		

**PATENT****REEL: 030498 FRAME: 0426**



B. TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>WORD MARK</u>
2298809	DABOUT
1991027	SHUR/MARK
1634603	TBS

375163v3