

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2711274

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BIO-LAB, INC.		12/31/2013
RECEIVING PARTY DATA		
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT	
Street Address:	11 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 22		
Property Type	Number	
Application Number:	10513651	
Application Number:	10681579	
Application Number:	10923251	
Application Number:	10645310	
Application Number:	10939131	
Application Number:	08355112	
Application Number:	08243236	
Application Number:	08530643	
Application Number:	08530639	
Application Number:	08561934	
Application Number:	08486832	
Application Number:	08973295	
Application Number:	08441384	
Application Number:	09281186	
Application Number:	08441382	

Application Number:	08826537
Application Number:	08683168
Application Number:	08675042
Application Number:	09638987
Application Number:	10872202
Application Number:	11757722
Application Number:	12049913

CORRESPONDENCE DATA

Fax Number: (866)826-5420
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: IP RESEARCH PLUS, INC.
 Address Line 1: 21 TADCASTER CIRCLE
 Address Line 2: ATTN: PENELOPE J.A. AGODOA
 Address Line 4: WALDORF, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39207
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NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
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Signature:	/pja/
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Date:	02/03/2014
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Total Attachments: 6
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NOTICE OF GRANT OF SECURITY INTEREST IN PATENT

NOTICE OF GRANT OF SECURITY INTEREST IN PATENT, dated as of December 31, 2013, by the entity listed on the signature pages hereof ("Grantor"), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

W I T N E S S E T H:

WHEREAS, by operation of a Supplement dated as of the date hereof (the "Supplement") to a First Lien Security Agreement dated as of May 23, 2013 (the "Security Agreement") in favor of the Collateral Agent, the Grantor is a party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Supplement and the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the 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:

(a) The Patents of the United States of America of such Grantor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Supplement and the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Notice.

SECTION 5. Counterparts. This Notice 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 Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

BIO-LAB, INC.

By: 

Name: Mark R. Halperin

Title: Executive Vice President,
General Counsel and Secretary

[[Signature page to Notice of Grant of Security Interest in Patent (First Lien)]]

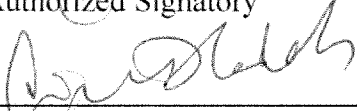
Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: 

Name: Judith E. Smith

Title: Authorized Signatory

By: 

Name: Vipul Dhadda

Title: Authorized Signatory

Schedule I
Bio-Lab, Inc. Notice of Grant of Security Interest in Patent

Patent Name	App./Reg. No.	Filing Date
Catalytic Oxidation of Peroxy Salts	10/513651	5-Nov-04
Water Purification Apparatus	10/681579	8-Oct-03
Adaptable Water Purification Apparatus	10/923251	19-Aug-04
Dual Layer Tablet, Method of Making and Use Thereof	10/645310	21-Aug-03
Feeder Device	10/939131	10-Sep-04
Compositions and Methods for Controlling the Growth of Microbials in Aqueous Media	08/355112	13-Dec-94
Method and Compostions for Treating Recirculating Water Systems	08/243,236	16-May-94
Method and Compositions for Treating Recirculating Water	08/530643	20-Sep-95
Method and Compositions for Treating Recirculating Water Systems	08/530639	20-Sep-95
Process for preventing the degradation of water soluble packaging films by halogenated hydantoins or chlorinated cyanuric acid and apparatus for disinfecting a water system	08561934	22-Nov-95
Sequestered Copper Algicides Using Ionic Polymeric Stabilizing Agents	08/486832	7-Jun-95
Sequestered Metal Biocides Using ionic Polymeric Stabilizing Agents	08/973295	1-Apr-98
Slow-Dissolving Multi-Functional Sanitizer and Clarifier	08/441384	15-May-95
Chloroisocyanuric Acid Composition Having Reduced Gas Evolution	09/281186	30-Mar-99
Chloroisocyanuric Acid Composition Having Reduced Gas Evolution	08/441382	15-May-95
Chloroisocyanuric Acid Composition Having Reduced Gas Evolution	08/826537	2-Apr-97

Aqueous Acidic Filter Cleaning Composition for Removing Organic Biguanide Deposits	08/683168	18-Jul-96
Methods For Sanitizing Water	08/675042	3-Jul-96
Solid Oxidizer with Dissolution Indicator	09/638987	15-Aug-00
Calcium Hypochlorite Compositions	10/872202	18-Jun-04
Method for Reducing Reactivity of Calcium Hypochlorite	11/757722	4-Jun-07
Calcium Hypochlorite Compositions	12/049913	17-Mar-08