

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AESYNT TOPCO B.V.	05/08/2014
RECEIVING PARTY DATA	
Name:	TPG SPECIALTY LENDING, INC., AS ADMINISTRATIVE AGENT
Street Address:	888 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10106
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8539989
Patent Number:	8632738
Patent Number:	8499919
Application Number:	13760511
Application Number:	12870881
Application Number:	13476138
Application Number:	13760473
Application Number:	13475160
Application Number:	12829559
Application Number:	12870875
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-756-2132
Email:	scott.kareff@srz.com
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP
Address Line 1:	919 THIRD AVENUE
Address Line 2:	22ND FLOOR
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	079464-0033

PATENT

NAME OF SUBMITTER:	SCOTT KAREFF (079464-0033)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/21/2014
Total Attachments: 6 source=Patent Security Agreement for Aesynt Topco B.V#page1.tif source=Patent Security Agreement for Aesynt Topco B.V#page2.tif source=Patent Security Agreement for Aesynt Topco B.V#page3.tif source=Patent Security Agreement for Aesynt Topco B.V#page4.tif source=Patent Security Agreement for Aesynt Topco B.V#page5.tif source=Patent Security Agreement for Aesynt Topco B.V#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Agreement*”), dated as of May 8, 2014, is entered into by and among Aesynt Topco B.V., a private limited liability company organized under the laws of The Netherlands (the “*Grantor*”) and **TPG SPECIALTY LENDING, INC.** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of May 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

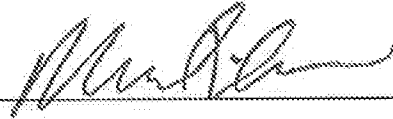
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

TPG SPECIALTY LENDING, INC.,
as Administrative Agent

By: _____

Name: Michael Fishman

Title: CEO

Address of Assignee:

TPG Specialty Lending, Inc.
888 Seventh Avenue
New York, NY 10106
Attention: Hadley Ma
Facsimile No.: (212) 430-4672

GRANTOR:

AESYNT TOPCO B.V.

By: 

Name: John A. Schneider

Title: Authorized Representative

Address of Grantor:

c/o Francisco Partners,
One Letterman Drive, Building C —
Suite 410, San Francisco, CA 94129

Schedule A to PATENT SECURITY AGREEMENT

U.S. Registered Patents

Grantor	Patent Title	Application Number	Filing Date	Status	Patent Number	Issue Date
Aesynt Topco B.V.	Method for the production of pharmaceutical products	12870884	08/30/2010	Granted	8539989	09/24/2013
Aesynt Topco B.V.	Syringe actuating method and assembly	12870876	08/30/2010	Granted	8632738	01/21/2014
Aesynt Topco B.V.	Machine for the Production of Pharmaceutical Products	12870872	08/30/2010	Granted	8499919	08/06/2013

U.S. Applications for Registration of Patents

Grantor	Application Title	Application Number	Filing Date	Publication No.	Status
Aesynt Topco B.V.	Apparatus for the Removal of Needles of Syringes	13760511	6/22/2012	20130150804	Pending
Aesynt Topco B.V.	Method and Machine for the Preparation of Pharmaceutical Products	12870881	8/30/2010	20120048418	Pending
Aesynt Topco B.V.	Drug Bag Container	13476138	5/21/2012	20120296308	Pending
Aesynt Topco B.V.	Screwing Assembly for Screwing Closing Plugs onto Syringes	13760473	2/6/2013	20130145725	Pending
Aesynt Topco B.V.	Gripping member of a bag for pharmaceutical products	13475160	5/18/2012	20130308879	Pending
Aesynt Topco B.V.	Digital assistant appliance for assisting an operator in the manual preparation of a liquid pharmaceutical composition in a medical instrument for administering the composition to a patient, and corresponding operating method	12829559	7/2/2010	20110191121	Pending
Aesynt Topco B.V.	Machine for the Production of Pharmaceutical Products	12870875	8/30/2010	20120048676	Pending