

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3255713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ESSEN INSTRUMENTS, INC.	03/06/2015
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	800 NICOLLET MALL
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6488829
Patent Number:	7067046
Patent Number:	7270730
Patent Number:	8673628
Application Number:	09948863
Application Number:	09949240
Application Number:	10898012
Application Number:	14125249
CORRESPONDENCE DATA	
Fax Number:	(612)340-8827
<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:	612-340-2600
Email:	hutton.emma@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500
Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP
Address Line 4:	MINNEAPOLIS, MINNESOTA 55432-1498
NAME OF SUBMITTER:	EMMA L. HUTTON
SIGNATURE:	/Emma L. Hutton/
DATE SIGNED:	03/09/2015

PATENT

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this "Confirmatory Grant") is made effective as of March 6, 2015, by and from ESSEN INSTRUMENTS, INC., a Michigan corporation (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders, and the Administrative Agent are parties to that certain Credit Agreement dated as of March 6, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Patents, and shall have the right to use and register the Patents in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Patents effective as of the date first written above.

ESSEN INSTRUMENTS, INC.

By: Brett Williams
Name: Brett Williams
Its: Chief Executive Officer and President

Address: 300 West Morgan Road
Ann Arbor, MI 48108

Name and address of Secured Party:

U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

Confirmatory Grant of Security Interest in Patents

PATENT
REEL: 035110 FRAME: 0810

EXHIBIT A

Schedule of Patents

US Patent No.	Issue Date	Title
6,488,829	12/3/2002	HIGH-THROUGHPUT ELECTROPHYSIOLOGICAL MEASUREMENT APPARATUS
7,067,046	6/27/2006	SYSTEM FOR RAPID CHEMICAL ACTIVATION IN HIGH-THROUGHPUT ELECTROPHYSIOLOGICAL MEASUREMENTS
7,270,730	9/18/2007	HIGH-THROUGHPUT ELECTROPHYSIOLOGICAL MEASUREMENT SYSTEM
8,673,628	3/18/2014	METHODS AND APPARATUS FOR IMPROVING IN VITRO MEASUREMENTS USING BOYDEN CHAMBERS

US Publication No.	Publication Date	Title
20020039785	4/4/2002	Cell-culture vessel
20020039544	4/4/2002	Efficient Aseptic Fluid Transfer Apparatus and Consumable Therefor
20050051723	3/10/2005	Examination Systems for Biological Samples
20140134666	5/15/2014	METHODS AND APPARATUS FOR IMPROVING IN VITRO MEASUREMENTS USING BOYDEN CHAMBERS