

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3445684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PURAFIL, INC.	07/17/2015
KAYDON CUSTOM FILTRATION CORPORATION	07/17/2015
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	6004522
Patent Number:	5942323
Patent Number:	6265024
Patent Number:	7264644
Patent Number:	7862644
Patent Number:	8182775
Patent Number:	8992867
Patent Number:	8247346
Patent Number:	8343401
Patent Number:	8586502
Patent Number:	8420038
Patent Number:	6422396
Patent Number:	8017011
Patent Number:	8114291
Patent Number:	8544657
Application Number:	13946503
Application Number:	62095872
Application Number:	14630707
Application Number:	14041906

PATENT

CORRESPONDENCE DATA**Fax Number:** (212)822-5178*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.***Phone:** 2125305178**Email:** lkass@milbank.com**Correspondent Name:** MILBANK, TWEED, HADLEY & MCCLOY, LLP**Address Line 1:** 28 LIBERTY STREET**Address Line 2:** C/O LAWRENCE KASS**Address Line 4:** NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.53100
NAME OF SUBMITTER:	LAWRENCE KASS
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	07/20/2015

Total Attachments: 7

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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of July 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a First Lien Pledge and Security Agreement dated as of November 21, 2013 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each United States patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this First Lien Patent Security Agreement.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by “pdf” or other electronic transmission shall be deemed to be an original.


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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.

PURAFIL, INC.

By: 
Name: John E. Udelhofen
Title: Vice President


KAYDON CUSTOM FILTRATION CORPORATION

By: 
Name: John E. Udelhofen
Title: Vice President

[Signature Page to Patent Security Agreement - 1st Lien]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory

Charles D. Johnston
Authorized Signatory

[Signature Page to Patent Security Agreement - 1st Lien]

PATENT
REEL: 036134 FRAME: 0190

SCHEDULE A
to
FIRST LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

REGISTRATIONS

Owner Information	Jurisdiction	Title	Patent No.	Issue Date
PURAFIL, INC.	U.S.	SOLID FILTRATION MEDIA INCORPORATING ELEVATED LEVELS OF PERMANGANATE AND WATER	6004522	Dec 21, 1999
PURAFIL, INC.	U.S.	FIBER FILTER AND METHODS OF USE THEREOF	5942323	Aug 24, 1999
PURAFIL, INC.	U.S.	FIBER FILTER AND METHODS OF USE THEREOF	6265024	Jul 24, 2001
PURAFIL, INC.	U.S.	METHODS AND APPARATUSES FOR MOUNTING A FILTRATION HOUSING FOR SOLID FILTRATION MEDIA	7264644	Sep 4, 2007
PURAFIL, INC.	U.S.	DRY SCRUBBER AND METHOD OF CONVERTING A WET SCRUBBER TO A DRY SCRUBBER	7862644	Jan 4, 2011
PURAFIL, INC.	U.S.	DRY-SCRUBBING MEDIA COMPOSITIONS AND METHODS OF PRODUCTION AND USE	8182775	May 22, 2012
PURAFIL, INC.	U.S.	DRY-SCRUBBING MEDIA COMPOSITIONS AND METHODS OF PRODUCTION AND USE	8992867	Mar 31, 2015
PURAFIL, INC.	U.S.	DRY SCRUBBING AIR FILTRATION MEDIA	8247346	Aug 21, 2012

Owner Information	Jurisdiction	Title	Patent No.	Issue Date
PURAFIL, INC.	U.S.	FILTRATION MEDIA HAVING RECYCLED WASTE MATERIALS	8343401	Jan 1, 2013
PURAFIL, INC.	U.S.	DRY SCRUBBING MEDIA COMPOSITIONS AND METHODS OF PRODUCTION AND USE	8586502	Nov 19, 2013
PURAFIL, INC.	U.S.	METHOD FOR REMOVING CONTAMINANTS FROM A FLUID STREAM	8420038	Apr 16, 2013
KAYDON CUSTOM FILTRATION CORPORATION	U.S.	COALESCER FOR HYDROCARBONS CONTAINING SURFACTANT	6422396	7/23/2002
KAYDON CUSTOM FILTRATION CORPORATION	U.S.	PLEATED SINGLE PHASE FILTER COALESCER ELEMENT AND METHOD	8017011	9/13/2011
KAYDON CUSTOM FILTRATION CORPORATION	U.S.	PLEATED SINGLE PHASE FILER COALESCER ELEMENT AND METHOD	8114291	2/14/2012
KAYDON CUSTOM FILTRATION CORPORATION	U.S.	APPARATUS AND METHOD FOR REMOVING CONTAMINANTS FROM INDUSTRIAL FLUIDS	8544657	10/1/2013

APPLICATIONS

Owner Information	Jurisdiction	Title	Application No.	File Date
PURAFIL, INC.	U.S.	HIGH CAPACITY SOLID FILTRATION MEDIA	13/946,503	Jul 19, 2013
PURAFIL, INC.	U.S.	CORROSION SENSOR USING ELECTRICAL CONTINUITY	62/095,872	Dec 23, 2014

Owner Information	Jurisdiction	Title	Application No.	File Date
PURAFIL, INC.	U.S.	DRY-SCRUBBING MEDIA COMPOSITIONS AND METHODS OF PRODUCTION AND USE	14/630,707	Feb 25, 2015
KAYDON CUSTOM FILTRATION CORPORATION	U.S.	APPARATUS AND METHOD FOR REMOVING CONTAMINANTS FROM INDUSTRIAL FLUID	14/041,906	09/30/2013