#### 503606731 12/10/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3653362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WHEATON INDUSTRIES, INC.	12/04/2015

#### **RECEIVING PARTY DATA**

Name:	FCB FIRMEN-CREDIT BANK GMBH	
Street Address:	BOCKENHEIMER LANSTRASSE 51-53	
City:	FRANKFURT AM MAIN	
State/Country:	GERMANY	
Postal Code:	60325	

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Patent Number:	D554763
Patent Number:	D554764
Patent Number:	D614472
Patent Number:	6670171
Patent Number:	8550273
Patent Number:	8978517

#### **CORRESPONDENCE DATA**

Fax Number: (650)838-5109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM **BENJAMIN PETERSEN Correspondent Name:** 

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	38971/4	
NAME OF SUBMITTER:	BENJAMIN PETERSEN	
SIGNATURE:	/BENJAMIN PETERSEN/	
DATE SIGNED:	12/10/2015	

#### **Total Attachments: 5**

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#### PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of December 4, 2015, by WHEATON INDUSTRIES, INC., a Delaware corporation (the "Pledgor"), in favor of FCB FIRMEN-CREDIT BANK GMBH, in its capacity as security agent pursuant to the Security Agreement referred to below (in such capacity, the "Security Agent").

### WITNESSETH:

Whereas, the Pledgor is party to a Security Agreement dated as of December 4, 2015 (the "Security Agreement") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

Now, therefore, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Patent Collateral</u>. To secure the Secured Obligations, the Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) the Patents of the Pledgor including those listed on <u>Schedule I</u> attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

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

SECTION 6. <u>Applicable Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

Very truly yours,

WHEATON INDUSTRIES, INC.,

By:

Name: Thomas Kohut

Title: Chief Financial Officer, Vice

President, Secretary and Treasurer

Accepted and Agreed:

FCB FIRMEN-CREDIT BANK GMBH,

as Security Agent,

By:

Name: Thomas Co. pool What Dollars What Dollars War Dollars War Dollars War Dollars War a

[Signature page to U.S. Patent Security Agreement - Wheaton Industries]

# SCHEDULE I

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

# U.S. Patent Registrations and Applications:

OWNER	APPLICATION NUMBER / APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE	TRADEMARK
Wheaton	29225900	D554763	Extraction vial
Industries, Inc.	3/22/2005	11/6/2007	
Wheaton	29225901	D554764	Extraction vial
Industries, Inc.	3/22/2005	11/6/2007	
Wheaton	29333353	D614472	Handle for electric crimper or
Industries, Inc.	3/6/2009	4/27/2010	decapper
Wheaton	09901767	6670171	Disposable vessel
Industries, Inc.	7/9/2001	12/30/2003	
Wheaton	12872426	8550273	Cryogenic vials
Industries, Inc.	3/31/2010	10/8/2013	
Wheaton	13002791	8978517	Handheld electric capper and
Industries, Inc.	3/1/2011	3/17/2015	decapper

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**RECORDED: 12/10/2015**