## 503612644 12/15/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3659275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS

#### **CONVEYING PARTY DATA**

Name	Execution Date
WYLE LABORATORIES, INC.	12/11/2015

#### **RECEIVING PARTY DATA**

Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	211 PERIMETER CENTER PARKWAY
Internal Address:	SUITE 100
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30346

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6001642

### **CORRESPONDENCE DATA**

**Fax Number:** (919)286-8199

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:** 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643.142
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III
SIGNATURE:	/jes/
DATE SIGNED:	12/15/2015

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

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PATENT REEL: 037300 FRAME: 0677

### <u>GRANT OF</u> SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("<u>Agreement</u>"), effective as of December 11, 2015 is made by Wyle Laboratories, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of SunTrust Bank, as Administrative Agent (the "<u>Agent</u>") for the Secured Parties, parties to the Credit Agreement, dated as of December 11, 2015 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Wyle Services Corporation (the "<u>Borrower</u>), Wyle Inc. and its Domestic Subsidiaries from time to time parties to the Credit Agreement, the Lenders, and SunTrust Bank, as Administrative Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered an Security Agreement, dated as of December 11, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

- Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.
- Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Title:

By:\_\_\_\_\_\_Name:

WYLE SERVICES CORPORATION NOTICE OF GRANT OF SECURITY INTEREST - PATENTS

PATENT REEL: 037300 FRAME: 0680 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WYLE LABORATORIES, INC., a Delaware corporation

By:\_\_\_\_\_\_Name:

Title:

SUNTRUST BANK as Administrative Agent

Name: Thomas Parrott

Title: Director

## SCHEDULE A

# Wyle Laboratories, Inc. (Delaware Corporation)

# U.S. Patent

# **Issued Patent**

Title	Patent No.	Issue Date
BIOREACTOR AND CELL CULTURING PROCESSES	6001642	12/14/99
USING THE BIOREACTOR		