

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3673683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MICROPORE, INC.	12/23/2015
RECEIVING PARTY DATA	
Name:	BAKER MP, LLC
Street Address:	306 BRENTFORD ROAD
City:	HAVERFORD
State/Country:	PENNSYLVANIA
Postal Code:	19041
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8821619
Patent Number:	8685153
Patent Number:	8413655
Patent Number:	7329307
Patent Number:	7326280
Application Number:	14472714
Application Number:	14211537
Application Number:	14208628
Application Number:	13868838
Patent Number:	5964221
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
<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:	(412) 454-5000
Email:	docketingpgh@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	500 GRANT STREET
Address Line 2:	SUITE 5000
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507
ATTORNEY DOCKET NUMBER:	140686.2

PATENT

NAME OF SUBMITTER:	KELLY R. BRAUN
SIGNATURE:	/Kelly R. Braun/
DATE SIGNED:	12/28/2015
Total Attachments: 10 source=Security_Agreement#page1.tif source=Security_Agreement#page2.tif source=Security_Agreement#page3.tif source=Security_Agreement#page4.tif source=Security_Agreement#page5.tif source=Security_Agreement#page6.tif source=Security_Agreement#page7.tif source=Security_Agreement#page8.tif source=Security_Agreement#page9.tif source=Security_Agreement#page10.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (the "Agreement"), dated as of December 23, 2015, is entered into by and between MICROPORE, INC., a Delaware corporation ("Pledgor") and BAKER MP, LLC, a Delaware limited liability company ("Secured Party").

WHEREAS, Secured Party has made loans to Pledgor pursuant to that certain: (i) a Promissory Note by Pledgor in favor of Secured Party in the original principal amount of \$1,230,00 dated June 14, 2013 (as it may be amended, restated or modified from time to time, the "2013 Note") and (ii) a Convertible Secured Note by Pledgor in favor of Lender in the original principal amount of \$450,000 dated of even date herewith (as it may be amended, restated or modified from time to time, the "2015 Note", and together with the 2013 Note, each a "Note" and collectively, the "Notes"); and

WHEREAS, the Pledgor has agreed, among other things, to grant a security interest to the Secured Party in certain patents and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Capitalized terms used and not defined herein shall have the meanings assigned to them in the Security Agreement (defined below).

(b) "Patents" shall have the meaning assigned to such term in the Security Agreement.

(c) "Obligations", as used herein, shall have the meaning assigned to such term in the Security Agreement.

(d) "Security Agreement" means the Security Agreement by Pledgor and Micropore Upper Chesapeake LLC in favor of Secured Party dated of even date herewith, as it may be amended, restated or modified from time to time.

2. Grant of Security Interest. To secure the full payment and performance of all Obligations, Pledgor hereby grants and conveys a security interest to the Secured Party, in the entire right, title and interest of Pledgor in and to all of its Patents.

3. Representations, Warranties and Covenants. Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Pledgor's knowledge, each of the Patents is valid and enforceable, except as enforceability thereof may be limited by bankruptcy, insolvency, moratorium and similar laws and by equitable principles, whether considered at law or in equity;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents does or may violate the rights of any third party;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents; and

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, except for those Patents that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. No Inconsistent Agreements. Pledgor agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Secured Party's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of Pledgor's products.

5. New Patents. If, before the Obligations shall have been paid in full, Pledgor shall own any new patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Pledgor shall report any filing of any Patent to the Secured Party. Pledgor and the Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications and the provisions of this Agreement shall apply thereto.

6. Remedies. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Security Agreement, those allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby

expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to the Pledgor, the whole or from time to time any part of the Patents, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, all reasonable out-of-pocket expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Pledgor in accordance with the Security Agreement. Notice of any sale or other disposition of the Patents, shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Attorney-in-Fact.

(a) Appointment and Powers of Secured Party. The Pledgor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Pledgor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Patents in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Patents and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as the Pledgor might do, including, without limitation, the execution, delivery and recording, in connection with any sale or other disposition of any Patents, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Patents, and endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Secured Party to use any Patents, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, to any third Person; and

(b) Ratification by Debtor. To the extent permitted by law and in accordance with this Agreement and the other Loan Documents, the Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable while the Obligations shall remain outstanding.

(c) No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Patents and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and the Pledgor agrees to hold harmless and indemnify Secured Party and its officers, directors, employees or agents from and against any and all claims, losses and liabilities arising out of or resulting from the Agreement (including without limitation enforcement of this Agreement) or Secured Party's interest in the Patents, except for claims, losses or liabilities arising or resulting solely from the Secured Party's own fraud, bad faith, gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

8. Termination. At such time as all of the Obligations shall have been paid in full, this Agreement shall terminate and the Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

9. Costs, Expenses and Fees. Any and all reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents (all under the terms hereof), shall be borne and paid by the Pledgor within thirty (30) days of demand by written notice from Secured Party, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the 2015 Note.

10. Prosecution; Abandonment. Pledgor shall have the duty, through counsel reasonably acceptable to the Secured Party, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement if commercially reasonable or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Pledgor, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. Pledgor shall not abandon any Patent, without the consent of the Secured Party, which shall not be unreasonably withheld, except for immaterial Patents that Pledgor chooses to abandon using its commercially reasonable judgment.

11. Suits. Pledgor shall have the right, with the consent of the Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Secured Party, if necessary, as a party to such suit so long as the Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, and any licenses thereunder. Subject to Sections 7(c) and 9 hereof, Pledgor shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by the Secured Party as a result of such suit or joinder by Pledgor.

12. No Waiver. No course of dealing between Pledgor and the Secured Party, nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege of the Secured Party hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

13. Cumulative Rights. All of the Secured Party's rights and remedies with respect to the Patents, whether established hereby or by the Notes or Security Agreement or by any other agreements or by law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, and the Secured Party may enforce any one or more remedies hereunder successively or concurrently at its option.

14. Entire Agreement. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 5 hereof with respect to additions and supplements to Schedule A hereto.

15. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein without consent of Secured Party, and any such purported assignment or transfer shall be null and void.

16. CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; WAIVER OF JURY TRIAL.

(a) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Delaware, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents are governed by the law of a jurisdiction other than the State of Delaware.

17. Consent to Jurisdiction and Service of Process. The Pledgor agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or

obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the in the state or federal courts of Montgomery County, Pennsylvania, or any other county in the Commonwealth of Pennsylvania in which the Secured Party has a principal place of business or office, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Pledgor by regular or certified mail at the address set forth in Section 20. The Pledgor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court. Notwithstanding the foregoing, the Pledgor agrees that any action brought by the Pledgor shall be commenced and maintained only in a court in the federal judicial district or county in which the Secured Party has its principal place of business.

18. Waiver of Jury Trial. EACH OF THE PLEDGOR AND SECURED PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Pledgor and the Secured Party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Pledgor: (i) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (ii) acknowledges that, in entering into this Agreement, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 18.

19. Counterparts. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Secured Party of the signature page hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

20. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be given to such party at its address set forth below:

Pledgor: Micropore, Inc.
1000 Konica Drive
Elkton, MD 21921
Attention: Chief Executive Officer
Email: doug.mckenna@microporeinc.com

Secured Party: Baker MP LLC
306 Brentford Road
Haverford, PA 19041
Attention: Carol Baker, President
Email: carol@bakerstein.net

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (i) if delivered in person; (ii) if sent by a nationally recognized overnight delivery service; (iii) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested; or (iv) if sent by electronic mail with a confirmation of receipt. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following Business Day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location by giving of thirty (30) days' written notice to the other parties in the manner set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth.

MICROPORE, INC.

By: 
Name: Douglas McKenna
Title: Chief Executive Officer

BAKER MP LLC, as Secured Party

By: _____
Name: Carol Baker
Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth.

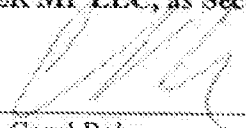
MICROPORE, INC.

By: _____

Name: Douglas McKenna

Title: Chief Executive Officer

BAKER MP LLC, as Secured Party

By:  _____

Name: Carol Baker

Title: President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

U.S. PATENTS

Patent No./ Issue Date	Application No./Filing Date	Title	Publication No./ Pub. Date	Owner
8,821,619 09-02-2014	13/273,854 10-14-2011	Adsorbent Cartridge Assembly With End Cap	US 2012-0090470 A1 04-19-2012	MICROPORE, INC.
8,685,153 04-01-2014	13/014,259 01-26-2011	Adsorbent System For Removal Of Gaseous Contaminants	US 2011-0206572 A1 08-25-2011	MICROPORE, INC.
8,413,655 04-09-2013	12/482,286 06-10-2009	Adsorbents And Inhalation Devices	US 2009-0301493 A1 12-10-2009	MICROPORE, INC.
7,329,307 02-12-2008	11/045,919 01-28-2005	Method Of Manufacturing And Using Enhanced Carbon Dioxide Adsorbent	US 2005-0160913 A1 07-28-2005	MICROPORE, INC.
7,326,280 02-05-2008	11/045,878 01-28-2005	Enhanced Carbon Dioxide Adsorbent	US 2005-0160912 A1 07-28-2005	MICROPORE, INC.
N/A	14/472,714 08-29-2014	Adsorbent Cartridge Assembly With End Cap	US 2014-0366738 A1 12-18-2014	MICROPORE, INC.
N/A	14/211,537 03-14-2014	Adsorbent For Use As A Window Desiccant	US 2014-0272207 09-18-2014	Micropore, Inc.
N/A	14/208,628 03-13-2014	Adsorbent System For Removal Of Gaseous Contaminants	US 2014-0305309 A1 10-16-2014	MICROPORE, INC.
N/A	13/868,838 04-23-2013	Durable Adsorbent Material And Adsorbent Packs And Method Of Making Same	US 2013-0276634 10-24-2013	MICROPORE, INC.
5,964,221 10-12-1999	08/735,847 10-23-1996	Rebreather Adsorbent System	N/A	GORE ENTERPRISE HOLDINGS, INC.*

** Included only to the extent permitted under the License Agreement from Gore Enterprise Holdings, Inc.*