

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4096063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
SCIENCE FIRST LLC	10/13/2016

RECEIVING PARTY DATA

Name:	NEW CANAAN FUNDING MEZZANINE VI, LP
Street Address:	21 LOCUST AVENUE
Internal Address:	SUITE 21C
City:	NEW CANAAN
State/Country:	CONNECTICUT
Postal Code:	06840

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6006613

CORRESPONDENCE DATA

Fax Number: (216)363-4588

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: 216.363.4677

Email: patent@beneschlaw.com

Correspondent Name: DUNCAN H. POIRIER

Address Line 1: BENESCH FRIEDLANDER COPLAN & ARONOFF LLP

Address Line 2: 200 PUBLIC SQUARE, SUITE 2300

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	38447.10
NAME OF SUBMITTER:	DUNCAN H. POIRIER
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	10/13/2016

Total Attachments: 6

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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PATENTS)

THIS PATENTSECURITY AGREEMENT, dated as of October 13, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 13, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Note Purchase Agreement**”), by and among the Issuers, Holdings, the other Note Issuer Parties, and the Note Purchasers from time to time party thereto and New Canaan Funding Mezzanine VI GP, LLC, as Agent for the Note Purchasers, the Note Purchasers have severally agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuers) has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), to grant a security interest in the Collateral as collateral security for the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Note Purchasers Agent to enter into the Note Purchase Agreement and to induce the Note Purchasers to purchase the Notes of the Issuers, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

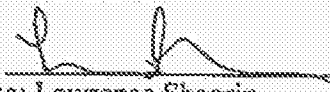
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

SCIENCE FIRST LLC
as Grantor

By: 
Name: Lawrence Shagrin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement - Science First]

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

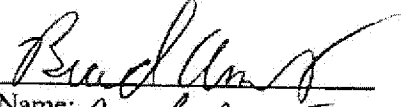
SCIENCE FIRST LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC
as Agent

By: New Canaan Funding Mezzanine, LLC, its sole
and managing member

By: 
Name: *Brad Amant*
Title: *Managing Member*

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Owner	Patent	Publication/ Patent No.	Issue Date	Country of Issue
Science First LLC	Underwater Sampling Apparatus	6,006,613	12/28/1999	U.S.