

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4300186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WHEATON INDUSTRIES, INC.	02/23/2017
RECEIVING PARTY DATA	
Name:	GLAS TRUST CORPORATION LIMITED
Street Address:	45 LUDGATE HILL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	ECAM7JU
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D554763
Patent Number:	D554764
Patent Number:	D614472
Patent Number:	6670171
Patent Number:	8550273
Patent Number:	8978517
Patent Number:	RE38312
Patent Number:	6106783
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
<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:	650-838-3743
Email:	JLIK@SHEARMAN.COM
Correspondent Name:	BENJAMIN PETERSEN
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:	38971/9
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/

PATENT

DATE SIGNED:	03/02/2017
Total Attachments: 5 source=0 - Angel Patent Security Agreement (Wheaton)#page1.tif source=0 - Angel Patent Security Agreement (Wheaton)#page2.tif source=0 - Angel Patent Security Agreement (Wheaton)#page3.tif source=0 - Angel Patent Security Agreement (Wheaton)#page4.tif source=0 - Angel Patent Security Agreement (Wheaton)#page5.tif	

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of February 23, 2017, by WHEATON INDUSTRIES, INC. (the “Pledgor”), in favor of GLAS TRUST CORPORATION LIMITED, in its capacity as security agent pursuant to the Security Agreement referred to below (in such capacity, and together with any permitted successors in such capacity, the “Security Agent”).

W I T N E S S E T H:

Whereas, the Pledgor is party to a Security Agreement dated as of December 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time, 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. Defined Terms. 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. Grant of Security Interest in Patent Collateral. 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 Schedule I 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. Termination. 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.

SECTION 5. Counterparts. 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. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

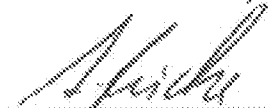
[Signature pages follow]

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

Very truly yours,

WHEATON INDUSTRIES, INC.

By:


Name: ARMIN REICHE
Title: VICE PRESIDENT

Patent Security Agreement

Accepted and Agreed:

GLAS TRUST CORPORATION LIMITED,
as Security Agent

By: Estela F. Landro

Name:

Estela Landro

Title:

Transaction Manager

Patent Security Agreement

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

U.S. Patent Registrations and Applications:

OWNER	APPLICATION NUMBER / APPLICATION DATE	PATENT NO./ PATENT DATE	TITLE
Wheaton Industries, Inc.	29225900 3/22/2005	D554763 11/6/2007	Extraction vial
Wheaton Industries, Inc.	29225901 3/22/2005	D554764 11/6/2007	Extraction vial
Wheaton Industries, Inc.	29333353 3/6/2009	D614472 4/27/2010	Handle for electric crimper or decapper
Wheaton Industries, Inc.	09901767 7/9/2001	6670171 12/30/2003	Disposable vessel
Wheaton Industries, Inc.	12872426 3/31/2010	8550273 10/8/2013	Cryogenic vials
Wheaton Industries, Inc.	13002791 3/1/2011	8978517 3/17/2015	Handheld electric capper and decapper
Wheaton Industries, Inc.	09829824 4/10/2001	RE38312 11/11/2003	Microplate assembly and Closure
Wheaton Industries, Inc.	09/108,339 6/30/1998	6106783 8/3/2000	Microplate assembly and Closure