504268632 03/13/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4315312

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		FIRST LIEN PATENT SECUR	ITY AGREEMENT
CONVEYING PARTY	DATA		
		Name	Execution Date
QUALICON DIAGNO	STICS LLC		03/09/2017
			L
RECEIVING PARTY I			
Name:		S CAPITAL LP, AS FIRST LIEN A	DMINISTRATIVE AGENT
Street Address:		MONROE STREET, 17TH FLOOR	_
City:	CHICAG		
State/Country:	ILLINOIS	3	
Postal Code:	60661		
PROPERTY NUMBE		Number	
Patent Number:		790876	
Patent Number:		575864	
Patent Number:		935524	
Patent Number:		922538	
Patent Number:		312930	_
Patent Number:		967001	_
Patent Number:		109139	_
Patent Number:		372484	_
Patent Number:		109495	
Patent Number:		968856	
Patent Number:		852986	
		004117	
Patent Number:			
	8	232057	
Patent Number: Patent Number: Patent Number:		232057 481913	
Patent Number:	9		
Patent Number: Patent Number:	9	481913	
Patent Number: Patent Number: Patent Number:	9 8 9	481913 846349	
Patent Number: Patent Number: Patent Number: Patent Number:	9 8 9 9	481913 846349 040242	
Patent Number: Patent Number: Patent Number: Patent Number: Patent Number:	9 8 9 9 9 8	481913 846349 040242 528162	

504268632

Property Type		Number
Patent Number:	5916	6429
Patent Number:	8835	5109
Patent Number:	8697	/852
Patent Number:	8481	267
Patent Number:	8945	834
Patent Number:	9029	9529
Application Number:	1447	75052
Application Number:	1476	9493
Application Number:	1491	3212
Application Number:	1468	30480
CORRESPONDENCE DATA		
Fax Number:	(213))891-8763
	· · ·	<i>e-mail address first; if that is unsuccessful, it will be sent</i>
using a fax number, if provid		hat is unsuccessful, it will be sent via US Mail.
Email:		da.deleon@lw.com
Correspondent Name:		
Address Line 1:		SOUTH GRAND AVENUE
Address Line 4:	LOS	ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBE	R:	057121-0157
NAME OF SUBMITTER:		RHONDA DELEON
SIGNATURE:		/Rhonda DeLeon/
DATE SIGNED:		03/13/2017
Total Attachments: 10		1
source=(Quest Financing - First	Lien Pa	atent Security Agreement (Executed))#page1.tif
source=(Quest Financing - First	Lien Pa	atent Security Agreement (Executed))#page2.tif
source=(Quest Financing - First	Lien Pa	atent Security Agreement (Executed))#page3.tif
		atent Security Agreement (Executed))#page4.tif
· •		atent Security Agreement (Executed))#page5.tif
· •		atent Security Agreement (Executed))#page6.tif
		atent Security Agreement (Executed))#page7.tif
		atent Security Agreement (Executed))#page8.tif
		atent Security Agreement (Executed))#page9.tif
source=(Quest Financing - First	Lien Pa	atent Security Agreement (Executed))#page10.tif

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of March 9, 2017 (this "<u>Agreement</u>"), among Qualicon Diagnostics LLC (the "<u>Grantor</u>") and Antares Capital LP, as administrative agent (in such capacity, the "<u>First Lien Administrative Agent</u>").

Reference is made to (a) the First Lien Credit Agreement dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>First Lien Credit Agreement</u>"), among Hygiena Guarantor LLC, a Delaware limited liability company ("<u>Holdings</u>"), Hygiena Borrower LLC, a Delaware limited liability company (the "<u>Borrower</u>"), the Lenders party thereto and the First Lien Administrative Agent and (b) the Collateral Agreement dated as of even date with the First Lien Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>First Lien Collateral Agreement</u>"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement or the First Lien Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to the United States Patents and Patent applications listed on <u>Schedule I</u> attached hereto, including all Proceeds and products thereof (the "<u>Patent Collateral</u>").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the First Lien Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Administrative Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

QUALICON DIAGNOSTICS LLC, as Grantor By: Name: Steven Nason -Title: Chief Executive Officer

ANTARES CAPITAL LP, as First Lien Administrative Agent

By:

Name: Title: Its Duly Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

QUALICON DIAGNOSTICS LLC, as Grantor

By:

Name: Steven Nason Title: Chief Executive Officer

ANTARES CAPITAL LP, as First Lien Administrative Agent

with

By:

Name: Phillip P. Smith Title: Its Duly Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

PATENT REEL: 041983 FRAME: 0345

Schedule I

United States Patents

#	Patent	Owner	Patent No.	Issue Date
1.	SEQUENCES DIAGNOSTIC FOR FOOT AND MOUTH DISEASE	Qualicon Diagnostics LLC	7,790,876	07 Sept 2010
2.	METHOD FOR THE DETECTION OF DIAGNOSTIC RNA	Qualicon Diagnostics LLC	7,575,864	18 Aug 2009
3.	HOLDER FOR FLUOROMETRIC SAMPLES	Qualicon Diagnostics LLC	5,935,524	10 Aug 1999
4.	GENETIC MARKERS AND METHODS FOR THE DETECTION OF LISTERIA MONOCYTOGENES AND LISTERIA SPP	Qualicon Diagnostics LLC	5,922,538	13 July 1999 ¹
5.	CONTROL FOR PCR / A METHOD OF DETECTING BACTERIA USING PCR	Qualicon Diagnostics LLC	6,312,930	06 Nov 2001
6.	CAP REMOVING TOOL	Qualicon Diagnostics LLC	5,967,001	19 Oct 1999
7.	CAP REMOVING TOOL	Qualicon Diagnostics LLC	6,109,139	29 Aug 2000
8.	APPARATUS FOR INTEGRATED POLYMERASE CHAIN REACTION AND CAPILLARY ELECTROPHORESIS	Qualicon Diagnostics LLC	6,372,484	16 April 2002

¹ Patent term expired.

#	Patent	Owner	Patent No.	Issue Date
9.	FLUOROMETER WITH LOW HEAT- GENERATING LIGHT SOURCE	Qualicon Diagnostics LLC	7,109,495	19 Sept 2006
10.	FLUOROMETER WITH LOW HEAT- GENERATING LIGHT SOURCE	Qualicon Diagnostics LLC	7,968,856	28 June 2011
11.	FLUOROMETER WITH LOW HEAT- GENERATING LIGHT SOURCE	Qualicon Diagnostics LLC	6,852,986	08 Feb 2005
12.	IMPROVED DISPLACEMENT PUMP / DISPLACEMENT PUMP	Qualicon Diagnostics LLC	6,004,117	21 Dec 1999
13.	DNA SEQUENCES FOR THE DETECTION OF AND DIFFERENTIATION AMONGST PATHOGENIC E.COLI	Qualicon Diagnostics LLC	8,232,057	31 July 2012
14.	SEQUENCES AND THEIR USE FOR THE DETECTION AND CHARACTERIZATIO N OF E. COLI 0157:H7	Qualicon Diagnostics LLC	9,481,913	01 Nov 2016
15.	SEQUENCES AND THEIR USE FOR THE DETECTION AND CHARACTERIZATIO N OF E. COLI 0157:H7	Qualicon Diagnostics LLC	8,846,349	30 Sept 2014
16.	METHOD TO AMPLIFY NUCLEIC ACIDS TO GENERATE FLUORESCENCE LABELED	Qualicon Diagnostics LLC	9,040,242	26 May 2015

#	Patent	Owner	Patent No.	Issue Date
	FRAGMENTS OF CONSERVED AND ARBITRARY PRODUCTS			
17.	SEQUENCES AND THEIR USE FOR DETECTION AND CHARACTERIZATIO N OF STEC BACTERIA	Qualicon Diagnostics LLC	9,528,162	27 Dec 2016
18.	SEQUENCES AND THEIR USE FOR DETECTION AND CHARACTERIZATIO N OF STEC BACTERIA	Qualicon Diagnostics LLC	8,802,371	12 Aug 2014
19.	SEQUENCES AND THEIR USE FOR DETECTION OF SALMONELLA	Qualicon Diagnostics LLC	9,388,473	12 July 2016
20.	PROCESS FOR PREPARING PROCESSED SAMPLE LIQUID SOLUTION FOR ELECTROPHORESIS	Qualicon Diagnostics LLC	7,553,622	30 June 2009
21.	IMPROVED DIRECT BLOT ELECTROPHORESIS APPARATUS AND METHOD / DIRECT BLOT ELECTROPHORESIS APPARATUS AND METHOD	Qualicon Diagnostics LLC	5,916,429	29 June 1999
22.	METHOD FOR DETECTION AND/OR ANALYSIS OF YEAST AND MOLD IN	Qualicon Diagnostics LLC	8,835,109	16 Sept 2014

#	Patent	Owner	Patent No.	Issue Date
	FILTERABLE LIQUIDS			
23.	GENETIC FINGERPRINTING AND IDENTIFICATION METHOD	Qualicon Diagnostics LLC	8,697,852	15 April 2014
24.	GENETIC FINGERPRINTING AND IDENTIFICATION METHOD	Qualicon Diagnostics LLC	8,481,267	09 July 2013
25.	METHODS FOR IMPROVED DNA RELEASE FROM BINDING SUBSTRATES AND METHODS FOR DECREASING PCR INHIBITION IN A PATHOGEN DETECTION PROCESS / METHODS FOR IMPROVED DNA RELEASE FROM BINDING SUBSTRATES AND/OR DECREASING PCR INHIBITION IN PATHOGEN DETECTION	Qualicon Diagnostics LLC	8,945,834	03 Feb 2015
26.	METHODS FOR IMPROVED DNA RELEASE FROM BINDING SUBSTRATES AND METHODS FOR DECREASING PCR INHIBITION IN A PATHOGEN	Qualicon Diagnostics LLC	9,029,529	12 May 2015

#	Patent	Owner	Patent No.	Issue Date
	DETECTION			
	PROCESS / METHODS			
	FOR IMPROVED DNA			
	RELEASE FROM			
	BINDING			
	SUBSTRATES			
	AND/OR			
	DECREASING PCR			
	INHIBITION IN			
	PATHOGEN			
	DETECTION			

United States Patent Applications

#	Patent	Owner	Application No.	Application Date
1.	SEQUENCES AND THEIR USE FOR THE DETECTION AND CHARACTERIZATIO N OF E. COLI 0157:H7	Qualicon Diagnostics LLC	14/475052	02 Sep 2014
2.	SEQUENCES AND THEIR USE FOR DETECTION AND CHARACTERIZATIO N OF E. COLI 0157:H7	Qualicon Diagnostics LLC	14/769493	21 Aug 2015
3.	SEQUENCES AND THEIR USE FOR DETECTION OF SALMONELLA ENTERITIDIS AND/OR SALMONELLA TYPHIMURIUM	Qualicon Diagnostics LLC	14/913212	19 Feb 2016
4.	METHOD TO AMPLIFY NUCLEIC ACIDS OF FUNGI TO GENERATE FLUORESCENCE LABELED FRAGMENTS OF CONSERVED AND	Qualicon Diagnostics LLC	14/680480	07 Apr 2015

ARBITRARY		
PRODUCTS		