

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4337376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COLE-PARMER INSTRUMENT COMPANY LLC	03/21/2017
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVE., 19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7478999
Patent Number:	6494693
Patent Number:	8052399
Patent Number:	7980835
Patent Number:	D605286
Patent Number:	7874819
Patent Number:	9504784
Patent Number:	7214038
Patent Number:	6494500
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDAL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/

DATE SIGNED:	03/27/2017
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Total Attachments: 6

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Cole-Parmer Instrument Company LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Jefferies Finance LLC, as Collateral Agent
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) March 21, 2017
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other First Lien Patent Security Agreement

Street Address: 520 Madison Ave., 19th Floor

City: New York
State: NY
Country: USA Zip: 10022
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s) See Schedule I

B. Patent No.(s) See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Elaine Carrera, Legal Assistant
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 9
7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number _____
Authorized User Name _____

9. Signature: Elaine Carrera March 22, 2017
Signature Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of March 21, 2017, by and among **COLE-PARMER INSTRUMENT COMPANY LLC** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 21, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, Grantor hereby agrees with the Collateral 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. Grantor hereby pledges and grants to the Collateral 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 the Patents of Grantor listed on Schedule I attached hereto (collectively, the "Patent Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this First Lien Patent Security Agreement.

SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of 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 counterpart of a signature page to this First Lien Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

**COLE-PARMER INSTRUMENT COMPANY
LLC**


By: 

Name: Bernd Brust

Title: President and Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: **Jason Kennedy**
Title: **Managing Director**

SCHEDULE I
to
FIRST LIEN PATENT SECURITY AGREEMENT
PATENT COLLATERAL

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Owner</u>
Peristaltic Pump	11/070,989	7,478,999	Cole-Parmer Instrument Company
Peristaltic Pump WITH ROLLER STRAP AND OVAL-LIKE PUMP TUBE	09/698,813	6,494,693	Cole-Parmer Instrument Company
PERISTALTIC PUMP	12/253,434	8,052,399	Cole-Parmer Instrument Company
Tube Retainer System for a Peristaltic Pump	11/624,852	7,980,835	Cole-Parmer Instrument Company
Tube Retainer	29/276,229	D605,286	Cole-Parmer Instrument Company
Marked Tube For A Peristaltic Pump	11/677,283	7,874,819	Cole-Parmer Instrument Company
Peristaltic pump with multiple independent channel	13,200,029	9,504,784	Cole-Parmer Instrument Company LLC
HOSE CARTRIDGE FOR A PERISTALTIC PUMP	10/661,695	7,214,038	Cole-Parmer Instrument Company LLC
UNIVERSAL HIGH PRESSURE LIQUID CONNECTOR	09/570,307	6,494,500	Cole-Parmer Instrument Company LLC
Peristaltic pump with multiple independent channels	13/200,029	9,504,784	Cole-Parmer Instrument Company LLC