

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4389829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LYOPHILIZATION SERVICES OF NEW ENGLAND, INC.	04/28/2017
RECEIVING PARTY DATA	
Name:	SOCIETE GENERALE, AS ASSIGNEE
Street Address:	245 PARK AVENUE
Internal Address:	8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11035376
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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:	212.318.6824
Email:	christinedionne@paulhastings.com
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP
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ATTORNEY DOCKET NUMBER:	79896.00018
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	04/28/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of April 28, 2017 (the "Patent Security Agreement"), made by Lyophilization Services of New England, Inc. (the "Grantor"), is in favor of Société Générale, as collateral agent (in such capacity, the "Collateral Agent") for the Lenders, as defined in the Credit Agreement (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantor, specified affiliates of the Grantor and Assignee are party to that certain Pledge and Security Agreement dated as of April 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Patent Security Agreement, the term "Patents" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and similar registrations, including registrations and applications with the PTO (or any similar offices in any other country) and including, in the case of the Grantor, those Patents set forth next to its name on Schedule 1 hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, all inventions claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all Patents of the Grantor, including, without limitation, the issued and applied-for Patents of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of any and all of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Patent Collateral" include any Excluded Property.

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted concurrently in conjunction with the security interest granted to the Assignee pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Patent Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

IN WITNESS WHEREOF, the parties have duly executed this PATENT SECURITY AGREEMENT as of the day and year first above written.

Lyophilization Services of New England,
Inc., as a Grantor

By: 

Name: Matthew J. Halvorsen

Title: President and CEO

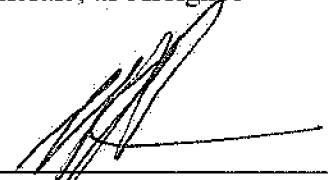
[Signature Page - Patent Security Agreement]

PATENT
REEL: 042175 FRAME: 0914

Accepted and Agreed:

Société Générale, as Assignee

By:



Name: Michael Finkelman
Title: Managing Director

PATENTS

Patent Registrations and Applications

Patent	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
Freeze Drying Apparatus and Method	7,347,004 (11/035,376)	3-25-2008 (1-13-2005)	Lyophilization Services of New England, Inc.