

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4439550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MICROMERITICS INSTRUMENT CORPORATION, AS GRANTOR	06/01/2017
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS COLLATERAL AGENT
Street Address:	6011 CONNECTION DRIVE
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6091492
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:	erobinson@hunton.com
Correspondent Name:	ERIKA ROBINSON
Address Line 1:	600 PEACHTREE ST NE STE. 4100
Address Line 2:	C/O HUNTON & WILLIAMS LLP
Address Line 4:	ATLANTA, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	65740.000140
NAME OF SUBMITTER:	ERIKA ROBINSON
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	06/01/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 1, 2017, is made by **MICROMERITICS INSTRUMENT CORPORATION**, a Georgia corporation (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent.

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent, Collateral Agent and Lead Arranger; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Patent Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”): (a) all of its Patents and Patent Licenses, including those referred to on Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims damages and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future Patents or Patent Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule 1 hereto.


4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

MICROMERITICS INSTRUMENT
CORPORATION

By: 
Name: Warren P. Hendrix
Title: President

ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: **Justin Betzen**
Title: **Senior Vice President**

**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS		
<u>Patent Title</u>	<u>Patent Number</u>	<u>Registration Date</u>
Apparatus and method for determining the size distribution of particles by light scattering	6,091,492	July 18, 2000
PATENT APPLICATIONS		
<u>Patent Title</u>	<u>Application Number</u>	<u>Application Date</u>
None.		
PATENT LICENSES		
<u>Title of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		