

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4504317

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANATRACE PRODUCTS, LLC	07/14/2017
RECEIVING PARTY DATA		
Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT	
Street Address:	CIRA CENTRE, 2929 ARCH ST., STE 1550	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19104	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8609602	
Patent Number:	8652417	
Patent Number:	8846899	
Patent Number:	8986449	
Patent Number:	8071759	
Patent Number:	5763586	
Patent Number:	5674987	
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.digrande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	
Address Line 2:	55 E MONROE ST., SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	6030.108	
NAME OF SUBMITTER:	JACLYN DI GRANDE	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	07/14/2017	

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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this July 14, 2017, by and between ANATRACE PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Molecular Dimensions, Inc., a Florida corporation ("MDI"), Edge BioSystems, Inc., a Delaware corporation ("Edge"), and Alpha-Tec Systems, Inc., a Washington corporation ("Alpha-Tec", and collectively, with Grantor, MDI and Edge, the "Initial Borrowers", and, together with any other Person that executes a joinder to the Credit Agreement from time to time as an additional borrower, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent intellectual property licenses to which it is a party including the registered Patents and applications for Patents referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property license, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic

method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS PATENT SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH OF GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS PATENT SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Patent Security Agreement shall be deemed to be a Financing

Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ANATRACE PRODUCTS, LLC, a Delaware
limited liability company

By: 

Name: Brian M. Wall

Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**

By: 

Name: David Fraimow

Title: Senior Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Thompson Coburn Reference No.	Title	Country	Status	Application No.	Filing Date	Patent No.	Issue Date	Ownership
58976-140115	DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	China (People's Republic)	Granted	200780024554.3	6/27/2007	ZL200780024554.3	10/3/2012	Anatrace
58976-140117	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	India	Published	9631/DELNP/2008	6/27/2007			Anatrace
58976-140118	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	Japan	Published	2013-108417	6/27/2007			Anatrace
N/A	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	Japan	Published	2009-516905	6/27/2007			Anatrace
58976-140113	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	Australia	Granted	2007264161	6/27/2007	2007264161	8/30/2012	Anatrace
58976-140114	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	Canada	Granted	2653719	6/27/2007	2653719	4/22/2014	Anatrace
58976-140116	A DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	European Patent Convention	Published	7764498.7	6/27/2007			Anatrace
58976-138855	CLEANING SOLUTION	United States of America	Granted	13/183,282	7/14/2011	8,609,602	12/17/2013	Anatrace
58976-139717	CRYSTALLIZATION MEDIA	United States of America	Granted	13/010,298	1/20/2011	8,652,417	2/18/2014	Anatrace
58976-138857	MALTOSIDE AND PHOSPHOCHOLINE DERIVATIVES, USES THEREOF AND METHODS OF PREPARING ARTIFICIAL LIPID STRUCTURES THEREOF	United States of America	Granted	13/272,090	10/12/2011	8,846,899	9/30/2014	Anatrace

Thompson Coburn Reference No.	Title	Country	Status	Application No.	Filing Date	Patent No.	Issue Date	Ownership
58976- 139715	DEVICE AND A METHOD FOR PROMOTING CRYSTALLISATION	United States of America	Granted	12/303,132	12/2/2008	8,986,449	3/24/2015	Anatrace
58976- 140159	WATER SOLUBLE CHOLESTEROL DERIVATIVES	United States of America	Granted	12/494,159	6/29/2009	8,071,759	12/6/2011	Co-Owned with U. of Glasgow
N/A	EXTRACTION OF PROTEINS FROM NATURALLY OCCURRING MEMBRANES	United States of America	Granted	08/747,670	11/12/1996	5,763,586	6/9/1998	Anatrace
N/A	EXTRACTION OF PROTEINS FROM NATURALLY OCCURRING MEMBRANES	United States of America	Granted	08/279,374	7/22/1994	5,674,987	10/7/1997	Anatrace