

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4537964

| | | |
|--|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| MICROSS ADVANCED INTERCONNECT TECHNOLOGY LLC | | 08/07/2017 |
| RECEIVING PARTY DATA | | |
| Name: | MIDCAP FINANCIAL TRUST | |
| Street Address: | 7255 WOODMONT AVENUE | |
| Internal Address: | SUITE 200 | |
| City: | BETHESDA | |
| State/Country: | MARYLAND | |
| Postal Code: | 20814 | |
| PROPERTY NUMBERS Total: 46 | | |
| Property Type | Number | |
| Patent Number: | 7026602 | |
| Patent Number: | 6924921 | |
| Patent Number: | 6752868 | |
| Patent Number: | 8198974 | |
| Patent Number: | 8486765 | |
| Patent Number: | 8035223 | |
| Patent Number: | 7706152 | |
| Patent Number: | 8975753 | |
| Patent Number: | 8008134 | |
| Patent Number: | 7709966 | |
| Patent Number: | 8404585 | |
| Patent Number: | 7999388 | |
| Patent Number: | 8129834 | |
| Patent Number: | 8222086 | |
| Patent Number: | 7944041 | |
| Patent Number: | 7831874 | |
| Patent Number: | 7764498 | |
| Patent Number: | 7719844 | |
| Patent Number: | 7829994 | |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 8361901 |
| Patent Number: | 9022649 |
| Patent Number: | 7978029 |
| Patent Number: | 8671560 |
| Patent Number: | 8541884 |
| Patent Number: | 9257335 |
| Patent Number: | 6057520 |
| Patent Number: | 6236491 |
| Patent Number: | 6972889 |
| Patent Number: | 6233088 |
| Patent Number: | 6137623 |
| Patent Number: | 6456420 |
| Patent Number: | 6271150 |
| Patent Number: | 6396620 |
| Patent Number: | 6731492 |
| Patent Number: | 6373682 |
| Patent Number: | 6377438 |
| Patent Number: | 7042306 |
| Patent Number: | 6906598 |
| Patent Number: | 6359374 |
| Patent Number: | 9437796 |
| Application Number: | 14359817 |
| Application Number: | 14167188 |
| Application Number: | 14417674 |
| Application Number: | 14408887 |
| Application Number: | 15304858 |
| Application Number: | 15223346 |

CORRESPONDENCE DATA

Fax Number: (310)557-2193

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.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

| | |
|--------------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 51375.029 |
|--------------------------------|-----------|

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | KIMBERLEY A. LATHROP |
| SIGNATURE: | /Kimberley A. Lathrop/ |
| DATE SIGNED: | 08/07/2017 |

Total Attachments: 12

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page1.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page2.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page3.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page4.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page5.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page6.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page7.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page8.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page9.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page10.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page11.tif

source=10. MidCap_Micross - Patent Security Agreement - Micross Advanced Interconnect (Executed)#page12.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is entered into as of August 7, 2017 among the Grantor listed on the signature pages hereof (“**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

W I N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 7, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among MICROSS SOLUTIONS LLC, a Delaware limited liability company (“**Administrative Borrower**”), each other Person from time to time which joins the Credit Agreement as a “**Borrower**” (together with the Administrative Borrower, each, a “**Borrower**”, and collectively, the “**Borrowers**”), the Subsidiaries (as defined therein) of Administrative Borrower from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of August 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on 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 Grantor’s Patent registrations, Patent applications and Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, divisionals, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement, misappropriation or dilution of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of Grantor, 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, or any of them, to Administrative Agent, the other Secured Parties, 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 interests granted pursuant to this Patent Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent (but Administrative Agent shall be under no obligation) to unilaterally modify this Patent Security Agreement by amending Schedule 1 hereto to include any such new patent rights of Grantor, which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Patent Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Patent Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Patent Security Agreement shall be binding upon Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their respective successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Patent Security Agreement and the other

Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **CONSTRUCTION.** Unless the context of this Patent Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Financing Document refer to this Patent Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. **GOVERNING LAW.** THIS PATENT SECURITY AGREEMENT 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 OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

10. **MISCELLANEOUS.** The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*) 12.4 (*Integration*) and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.


11. **FINANCING DOCUMENT.** This Patent Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

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.

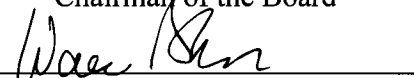
GRANTOR:

**MICROSS ADVANCED
INTERCONNECT TECHNOLOGY
LLC**

By: 

Name: Victor L. Vescovo

Title: Chairman of the Board

By: 

Name: Warren Bonham

Title: Executive Director

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

REGISTERED PATENTS

| Grantor | Country | Title | Registration Number | Issue Date |
|--|----------------|---|----------------------------|-------------------|
| Micross Advanced Interconnect Technology LLC | US | Electromagnetic Radiation Detectors Having a Micromachined Electrostatic Shutter Device | 7,026,602 | April 11, 2006 |
| Micross Advanced Interconnect Technology LLC | US | Layered Photonic Crystals | 6,924,921 ¹ | August 2, 2005 |
| Micross Advanced Interconnect Technology LLC | US | Layer-by-Layer Assembly of Photonic Crystals | 6,752,868 | June 22, 2004 |
| Micross Advanced Interconnect Technology LLC | US | Flexible Electrostatic Actuator | 8,198,974 | June 12, 2012 |
| Micross Advanced Interconnect Technology LLC | US | Structure and Process for Electrical Interconnect & Thermal Management | 8,486,765 | July 16, 2013 |
| Micross Advanced Interconnect Technology LLC | US | Structure and Process for Electrical Interconnect and Thermal Management | 8,035,223 | October 11, 2011 |
| Micross Advanced Interconnect Technology LLC | US | DC DC Converter for Low Voltage Power Source | 7,706,152 | April 27, 2010 |
| Micross Advanced Interconnect Technology LLC | US | Three Dimensional Interconnect Structure and Method Thereof | 8,975,753 | March 10, 2015 |
| Micross Advanced Interconnect | US | Large Substrate Structural Vias | 8,008,134 | August 30, 2011 |

-
1. ¹ Patent Nos. 6,924,921 and 6,752,868: The owner of record of these two patents is MCNC Research and Development Institute (“**MCNC-RDI**”). Seller purchased the majority of the assets being sold to Buyer, including these patents, from MCNC-RDI. If necessary, Seller believes that it will be able to record an assignment of the patent without further signature of MCNC-RDI by virtue of the purchase agreement with MCNC-RDI.

| Grantor | Country | Title | Registration Number | Issue Date |
|--|----------------|--|----------------------------|-------------------|
| Technology LLC | | | | |
| Micross Advanced Interconnect Technology LLC | US | Large Substrate Structural Vias | 7,709,966 | May 4, 2010 |
| Micross Advanced Interconnect Technology LLC | US | Preventing Breakage of Long Metal Signal Conductors on Semiconductor Substrates | 8,404,585 | March 26, 2013 |
| Micross Advanced Interconnect Technology LLC | US | Preventing Breakage of Long Metal Signal Conductors on Semiconductor Substrates | 7,999,388 | August 16, 2011 |
| Micross Advanced Interconnect Technology LLC | US | Integral Metal Structure With Conductive Post Portions | 8,129,834 | March 6, 2012 |
| Micross Advanced Interconnect Technology LLC | US | Integrated Semiconductor Substrate Structure Using Incompatible Processes | 8,222,086 ² | July 17, 2012 |
| Micross Advanced Interconnect Technology LLC | US | Integrated Semiconductor Substrate Structure Using Incompatible Processes | 7,944,041 | May 17, 2011 |
| Micross Advanced Interconnect Technology LLC | US | Local Defect Memories on Semiconductor Substrates In a Stack Computer | 7,831,874 | November 9, 2010 |
| Micross Advanced Interconnect Technology LLC | US | Comb-Shaped Power Bus Bar Assembly Structure Having Integrated Capacitors | 7,764,498 | July 27, 2010 |
| Micross Advanced Interconnect Technology LLC | US | Stackable Self-Aligning Insulative Guide Tray for Holding Semiconductor Substrates | 7,719,844 | May 18, 2010 |

² Patent No. 8,222,086: There is a missing link in assignment recordation chain (no assignment from Seller to BEECO, Inc., which later assigned to Sixis who then assigned back to Seller). Because the break begins and ends with Seller, this is immaterial

| Grantor | Country | Title | Registration Number | Issue Date |
|--|----------------|--|----------------------------|--------------------|
| Micross Advanced Interconnect Technology LLC | US | Semiconductor Substrate Elastomeric Stack | 7,829,994 | November 9, 2010 |
| Micross Advanced Interconnect Technology LLC | US | Die Bonding Utilizing a Patterned Adhesion Layer | 8,361,901 | January 29, 2013 |
| Micross Advanced Interconnect Technology LLC | US | Fluorescence Based Thermometry | 9,022,649 | May 5, 2015 |
| Micross Advanced Interconnect Technology LLC | US | Multiple-Layer Signal Conductor | 7,978,029 | July 12, 2011 |
| Micross Advanced Interconnect Technology LLC | US | In System Reflow of Low Temperature Eutectic Bond Balls | 8,671,560 | March 18, 2014 |
| Micross Advanced Interconnect Technology LLC | US | Through-Substrate Via Having a Strip-Shaped Through-Hole Signal | 8,541,884 | September 24, 2013 |
| Micross Advanced Interconnect Technology LLC | US | Electronic Devices Utilizing Contact Pads with Protrusions and Methods for Fabrication | 9,257,335 | February 9, 2016 |
| Micross Advanced Interconnect Technology LLC | US | Arc Resistant High Voltage Micromachined Electronic Switch | 6,057,520 | May 2, 2000 |
| Micross Advanced Interconnect Technology LLC | US | Micromachined Electrostatic Actuator with Air Gap | 6,236,491 | May 22, 2001 |
| Micross Advanced Interconnect Technology LLC | US | MEMS Electrostatically Actuated Optical Display Device and Associated Arrays | 6,972,889 | December 6, 2005 |
| Micross Advanced Interconnect Technology LLC | US | Methods for Modulating a Radiation Signal | 6,233,088 | May 15, 2001 |
| Micross Advanced Interconnect Technology LLC | US | Modulatable Reflectors and Methods for Using Same | 6,137,623 | October 24, 2000 |
| Micross Advanced Interconnect Technology LLC | US | Microelectromechanical Elevating Structures | 6,456,420 | September 24, 2002 |

| Grantor | Country | Title | Registration Number | Issue Date |
|--|----------------|--|----------------------------|-------------------|
| Micross Advanced Interconnect Technology LLC | US | Methods of Raising Reflow Temperature of Glass Alloys by Thermal Treatment in Steam, and Microelectronic Structures Formed Thereby | 6,271,150 ³ | August 7, 2001 |
| Micross Advanced Interconnect Technology LLC | US | Electrostatically Actuated Electromagnetic Radiation Shutter | 6,396,620 | May 28, 2002 |
| Micross Advanced Interconnect Technology LLC | US | Overdrive Structures for Flexible Electrostatic Switch | 6,731,492 ⁴ | May 4, 2004 |
| Micross Advanced Interconnect Technology LLC | US | Electrostatically Controlled Variable Capacitor | 6,373,682 | April 16, 2002 |
| Micross Advanced Interconnect Technology LLC | US | In System Reflow of Low Temperature Eutectic Bond Balls | 20140144971 | May 29, 2014 |
| Micross Advanced Interconnect Technology LLC | US | Hybrid Microelectromechanical System Tunable Capacitor and Associated Fabrication Methods | 6,377,438 | April 23, 2002 |
| Micross Advanced Interconnect Technology LLC | US | Three Dimensional Multi-Mode and Optical Coupling Devices | 7,042,306 | May 9, 2006 |
| Micross Advanced Interconnect Technology LLC | US | Three Dimensional Multimode and Optical Coupling Devices | 6,906,598 | June 14, 2005 |
| Micross Advanced Interconnect Technology LLC | US | Miniature Electrical Relays Using a Piezoelectric Thin Film as an Actuating Element | 6,359,374 | March 19, 2002 |

³ Patent No. 6,271,150: Co-owned with North Carolina State University.

⁴ Patent No. 6,731,492: There is no recorded assignment from the inventor, Scott Goodwin. Seller will endeavor post-Closing to obtain an assignment from Scott Goodwin to Seller (or Buyer as requested).

| Grantor | Country | Title | Registration Number | Issue Date |
|--|----------------|---|----------------------------|-------------------|
| Micross Advanced Interconnect Technology LLC | US | Rare Earth-Doped Materials With Enhanced Thermoelectric Figure of Merit | 9,437,796 | September 6, 2016 |

PATENT APPLICATIONS

| Grantor | Country | Title | Application Number | Filing Date |
|--|----------------|---|---------------------------|--------------------|
| Micross Advanced Interconnect Technology LLC | US | Nanoparticle Compact Materials for Thermoelectric Application | 14/359,817 | May 21, 2014 |
| Micross Advanced Interconnect Technology LLC | US | In System Reflow of Low Temperature Eutectic Bond Balls | 14/167,188 | January 29, 2014 |
| Micross Advanced Interconnect Technology LLC | US | Location of Sensors in Well Formations | 14/417,674 | January 27, 2015 |
| Micross Advanced Interconnect Technology LLC | US | Three-Dimensional Electronic Packages Utilizing Unpatterned Adhesive Layer | 14/408,887 | December 17, 2014 |
| Micross Advanced Interconnect Technology LLC | US | Electronic Packages with Three-Dimensional Conductive Planes, and Methods for Fabrication | 15/304,858 | October 17, 2016 |
| Micross Advanced Interconnect Technology LLC | US | Detection of Corrosion Using Dispersible Embedded Sensors | 15/223346 | July 29, 2016 |

LICENSES

None.