

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4813092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RESONETICS, LLC	02/07/2018
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A., AS COLLATERAL AGENT
Street Address:	111 WEST MONROE STREET 20E
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6501045
Patent Number:	7812280
Patent Number:	6509547
Patent Number:	9132585
Patent Number:	9694446
Patent Number:	8772671
Patent Number:	9511448
Patent Number:	8278590
Patent Number:	7210820
Application Number:	15592121
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>	
Phone:	312-577-8574
Email:	humberto.aquino@kattenlaw.com
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
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ATTORNEY DOCKET NUMBER:	334164-00076

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	02/07/2018
Total Attachments: 5 source=Resonetics 1L - Patent Security Agreement#page1.tif source=Resonetics 1L - Patent Security Agreement#page2.tif source=Resonetics 1L - Patent Security Agreement#page3.tif source=Resonetics 1L - Patent Security Agreement#page4.tif source=Resonetics 1L - Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 7, 2018 (this "Agreement"), among Resonetics, LLC, a Delaware limited liability company (the "Grantor") and BMO Harris Bank N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of February 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, upon consummation of the Transaction Steps (as defined in the Credit Agreement) and the effectiveness of the joinder of New Resonetics and Resonetics Opco, New Resonetics Holding Corporation, a Delaware corporation ("New Resonetics" and subject to Section 9.21, "Holdings"), Resonetics, LLC, a Delaware limited liability company ("Resonetics Opco" and subject to Section 9.21, the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and BMO Harris Bank N.A., as Administrative Agent and Collateral Agent and (b) the First Lien Collateral Agreement dated as of February 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under its United States Patents, including those listed on Schedule I attached hereto (the "Patent Collateral"), (ii) all Proceeds and products of the Patent Collateral, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent Collateral. This Agreement is not to be construed as an assignment of any Patent. Notwithstanding anything herein to the contrary, the Patent Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Asset.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

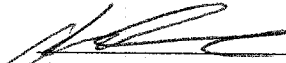
RESONETICS, LLC, as Grantor

By Tom Burns
Name: Thomas Burns
Title: President and Chief Executive Officer

First Lien Patent Security Agreement (Resonetics)

PATENT
REEL: 044851 FRAME: 0106

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Joshua Gracia
Title: Vice President

First Lien Patent Security Agreement (Resonetics)

PATENT
REEL: 044851 FRAME: 0107

Schedule I

Patent Registrations:

Patent #	Issue Date	Title	Owner
US6501045 B1	12-31-2002	Method and apparatus for controlling the taper angle of the walls of laser machined features	Resonetics, LLC and Kawamura Sangyo Co., Ltd.
US7812280 B2	10-12-2010	Method and apparatus for laser micromachining a conical surface	Resonetics, LLC
US6509547 B1	1-21-2003	Method for laser stripping of optical fiber and flat cable	Resonetics, LLC
US9132585 B2	9-15-2015	Laser machining system and method for machining three-dimensional objects from a plurality of directions	Resonetics, LLC
US9694446 B2	7-4-2017	Wall thickness compensation during laser orifice drilling	Resonetics, LLC
US8772671 B2	7-8-2014	Precision laser ablation	Resonetics, LLC
US9511448 B2	12-6-2016	Laser machining system and method for machining three-dimensional objects from a plurality of directions	Resonetics, LLC
US8278590 B2	10-2-2012	Apparatus for minimizing a heat affected zone during laser micro-machining	Resonetics, LLC
US7210820 B2	5-1-2007	Methods and apparatuses for homogenizing light	Resonetics, LLC

Patent Applications:

Title	Serial No./ Filing Date	Publication No./ Publication Date	Owner
Hybrid micro-manufacturing	15/592121 5-10-2017	20170326867 11-16-2017	Resonetics, LLC