

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5302247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)	12/28/2018
RECEIVING PARTY DATA	
Name:	CRYSTAL FINANCIAL LLC, AS AGENT
Street Address:	TWO INTERNATIONAL PLACE, 17TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	9395245
Patent Number:	9546903
Patent Number:	7875456
Patent Number:	7485464
Patent Number:	8548764
Patent Number:	8108170
Patent Number:	10054483
Patent Number:	7483134
Patent Number:	7796252
Patent Number:	10048100
Patent Number:	9404799
Patent Number:	9551612
Application Number:	15447959
Application Number:	15416552
Application Number:	16035061
Application Number:	14600454
Application Number:	16035105
CORRESPONDENCE DATA	
Fax Number:	(617)341-7701

PATENT

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: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: LINDA A. SALERA, SENIOR PARALEGAL
Address Line 1: ONE FEDERAL STREET
Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP
Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	LINDA A. SALERA
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SIGNATURE:	/Linda A. Salera/
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DATE SIGNED:	12/28/2018
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 28, 2018 (this “Agreement”), is made by **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)** (“Grantor”), in favor of **CRYSTAL FINANCIAL LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **KPM ANALYTICS US HOLDING, INC.**, a Delaware corporation (“Holdings”), **KPM ANALYTICS US HOLDING 2, INC.**, a Delaware corporation (“KPM USH2”), **KPM ANALYTICS, INC.**, a Delaware corporation (“KPM Analytics”), **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)**, a Delaware corporation (“KANAC”; and together with KPM USH2, KPM Analytics and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and **CRYSTAL FINANCIAL LLC**, a Delaware limited liability company, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, the other Borrowers, and certain other Credit Parties are party to that certain Security Agreement, dated as of December 28, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges, hypothecates, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned 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:

**KPM ANALYTICS NORTH AMERICA
CORPORATION (FORMERLY KNOWN AS
PROCESS SENSORS CORPORATION)**

By: 

Name: Christopher McIntire

Title: President

[KPM - Signature Page to Patent Security Agreement]

**PATENT
REEL: 047989 FRAME: 0331**

ACKNOWLEDGED AND AGREED to
as of the date first above written:

CRYSTAL FINANCIAL LLC,
as Agent

By: 
Name: Michael Pizette
Title: Co-CEO

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
Patent Registrations

1. REGISTERED PATENTS

Title	Country	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
DATA KNITTING TANDEM DISPERSIVE RANGE MONOCHROMATOR	US	14/603,700	2015-01-23	9,395,245	2016-07-19	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
DATA KNITTING TANDEM DISPERSIVE RANGE MONOCHROMATOR	US	15/185,818	2016-06-17	9,546,903	2017-01-17	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
METHOD AND APPARATUS FOR SAMPLE PREPARATION IN AN AUTOMATED DISCRETE FLUID SAMPLE ANALYZER	US	12/316,257	2008-12-10	7,875,456	2011-01-25	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
METHOD AND APPARATUS FOR SAMPLE PREPARATION IN AN AUTOMATED DISCRETE FLUID SAMPLE ANALYZER	US	10/426,893	2003-04-30	7,485,464	2009-02-03	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
METHOD AND SYSTEM FOR INCREASING OPTICAL INSTRUMENT CALIBRATION AND PREDICTION ACCURACY WITHIN AND ACROSS DIFFERENT OPTICAL INSTRUMENT PLATFORMS	US	13/339,493	2011-12-29	8,548,764	2013-10-01	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)

Title	Country	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
METHOD AND SYSTEM FOR INCREASING OPTICAL INSTRUMENT CALIBRATION AND PREDICTION ACCURACY WITHIN AND ACROSS DIFFERENT OPTICAL INSTRUMENT PLATFORMS	US	12/357,830	2009-01-22	8,108,170	2012-01-31	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
MICROMIRROR SPECTROPHOTOMETER ASSEMBLY	US	15/610,998	2017-06-01	10,054,483	2018-08-21	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
SCANNING MONOCHROMATOR WITH DIRECT DRIVE GRATING	US	11/351,056	2006-02-09	7,483,134	2009-01-27	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
SCANNING MONOCHROMATOR WITH DIRECT DRIVE GRATING	US	12/317,239	2008-12-19	7,796,252	2010-09-14	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
SPECTROMETER SECONDARY REFERENCE CALIBRATION	US	13/829,651	2013-03-14	10,048,100	2018-08-14	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
TANDEM DISPERSIVE RANGE MONOCHROMATOR	US	14/213,214	2014-03-14	9,404,799	2016-08-02	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
TANDEM DISPERSIVE RANGE MONOCHROMATOR	US	15/185,291	2016-06-17	9,551,612	2017-01-24	Registered	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)

2. PATENT APPLICATIONS

Title	Country	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
DARK REFERENCE STANDARD AND MEASUREMENT THEREOF	US	15/447,959	2017-03-02			Pending	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
DATA BLENDING MULTIPLE DISPERSIVE RANGE MONOCHROMATOR	US	15/416,552	2017-01-26			Pending	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
MICROMIRROR SPECTROPHOTOMETER ASSEMBLY	US	16/035,061	2018-07-13			Pending	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
SPECTROMETER REFERENCE CALIBRATION	US	14/600,454	2015-01-20			Pending	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)
SPECTROMETER SECONDARY REFERENCE CALIBRATION	US	16/035,105	2018-07-13			Pending	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments Inc.)