

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5596086

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BOULDER SCIENTIFIC COMPANY, LLC	06/28/2019
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	6175027
Patent Number:	6291699
Patent Number:	6124489
Patent Number:	6166267
Patent Number:	6180810
Patent Number:	6225506
Patent Number:	6407289
Patent Number:	6586625
Patent Number:	6590114
Patent Number:	6455719
Patent Number:	6307063
Patent Number:	6444835
Patent Number:	6452031
Patent Number:	7205427
Patent Number:	6642402
Patent Number:	6531619
Patent Number:	RE38325
Patent Number:	6489526
Patent Number:	6861531
Patent Number:	7834228

PATENT

CORRESPONDENCE DATA**Fax Number:** (312)902-1061

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: 312-577-8208**Email:** alana.hernandez@kattenlaw.com**Correspondent Name:** ALANA HERNANDEZ C/O KATTEN MUCHIN**Address Line 1:** 525 W. MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00615
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NAME OF SUBMITTER:	ALANA HERNANDEZ
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SIGNATURE:	/ALANA HERNANDEZ/
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DATE SIGNED:	06/28/2019
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 28, 2019, is made by Boulder Scientific Company, LLC, a Delaware limited liability company (the “Grantor”), in favor of Antares Capital LP, a Delaware limited partnership (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 28, 2019 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

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

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

Section 2 Grant of Security Interest in Patent Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 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 Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4 Grantor Remains Liable. Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5 Counterparts. This Patent Security 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. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 Governing Law. This Patent Security 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; 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.

Very truly yours,

BOULDER SCIENTIFIC COMPANY, LLC, a
Delaware limited liability company, as Grantor

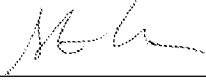
By: 

Name: Steve Wolfe

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

ANTARES CAPITAL LP, as Agent

By: 

Name: Stephanie Krebs

Title: Duly Authorized Signatory

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Registered Patents

Title	Patent No.	Issue date	App. No.	App. date
SYNTHESIS OF BIS (ALKYL CYCLOPENTADIENYL) METALLOCENES	6175027	2001-01-16	09373735	1999-08-13
2-ALKYL-4-(2,6-DIALKYLPHENYL) INDENES	6291699	2001-09-18	09379803	1999-08-24
PREPARATION OF BIS ARYL CYCLOPENTADIENYL GROUP IVA METAL DIHALIDES	6124489	2000-09-26	09382195	1999-08-23
SYNTHESIS OF N-SILYLATED CYCLOPENTAPHENANTHRENE COMPOUNDS	6166267	2000-12-26	09389340	1999-09-02
SILYL AMINES	6180810	2001-01-30	09444503	1999-11-22
SYNTHESIS OF ALKENE-2-ONES	6225506	2001-05-01	09459458	1999-12-13
SYNTHESIS OF N4 N4-DIPHENYL-N4 N4-DI-M-TOLYL-BIPHENYL-4.4-DIAMINE FROM AN UNSYMETRICAL AMINE	6407289	2002-06-18	09492327	2000-01-27
SYNTHESIS OF 2-HALOBENZYL ALKANOIC ACID	6586625	2003-07-01	09566953	2000-05-08
CONVERSION OF CYCLOPENTADIENYL SILYL AMINES TO ORGANOMETALLIC COMPLEXES COMPRISING TITANIUM BISALKOXY MOIETY OR TITANIUM DICHLORIDE MOIETY	6590114	2003-07-08	10045209	2001-11-09
CONSTRAINED GEOMETRY LIGANDS AND COMPLEXES DERIVED THEREFROM	6455719	2002-09-24	09761151	2001-01-17
CONVERSION OF COMPOUNDS OF TITANIUM IN A PLUS 4 OXIDATION STATE TO TITANIUM COMPOUNDS IN A PLUS 3 OXIDATION STATE	6307063	2001-10-23	09784736	2001-02-15
TITANOCENE SYNTHESIS	6444835	2002-09-03	09880289	2001-06-13
PREPARATION OF TITANIUM ORGANOMETALLIC COMPLEXES COMPRISING A TITANIUM BISALKOXIDE OR DIHALIDE MOIETY	6452031	2002-09-17	09997302	2001-11-21
CROSS-COUPPLING SYNTHESIS OF ALKYL (DIALKYLPHENYL) INDENES	7205427	2007-04-17	10161850	2002-06-04
SYNTHESIS OF BIS (CYCLOPENTADIENYL) AND BIS (INDENYL) RUTHENIUM COMPLEXES	6642402	2003-11-04	10178014	2002-06-21
PREPARATION OF CYCLOPENTADIENYL OR INDENYL TITANIUM TRIHALIDES	6531619	2003-03-11	10042002	2002-01-08

Title	Patent No.	Issue date	App. No.	App. date
METHOD FOR THE PRODUCTION OF TETRAKIS (PENTAFLUOROPHENYL) BORATES	RE38325	2003-11-18	10050869	2002-01-18
METHOD FOR SYNTHESIS OF HYDROCARBYL BRIDGED INDENES	6489526	2002-12-03	10083830	2002-02-27
SYNTHESIS OF 2,6-DICARBONYLPYRIDINES	6861531	2005-03-01	10405464	2003-04-02
SYNTHESIS OF MONO-SUBSTITUTED CYCLOPENTADIENES	7834228	2010-11-16	11424831	2006-06-16

Patent Applications

None.