

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
COLE-PARMER INSTRUMENT COMPANY LLC	11/04/2019
ENVIRONMENTAL EXPRESS, INC.	11/04/2019
CONTROL 3, LLC	11/04/2019

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVE., 19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 24

Property Type	Number
Application Number:	29649493
Patent Number:	7214038
Patent Number:	7874819
Application Number:	16426875
Application Number:	16369731
Patent Number:	6494693
Patent Number:	7478999
Patent Number:	8052399
Patent Number:	9504784
Patent Number:	5482447
Application Number:	15198729
Patent Number:	D605286
Patent Number:	7980835
Application Number:	16517434
Patent Number:	6494500
Patent Number:	D527262
Patent Number:	D673468

PATENT

Property Type	Number
Patent Number:	D553498
Patent Number:	D614051
Patent Number:	D553347
Patent Number:	D670579
Patent Number:	D614510
Patent Number:	9260362
Application Number:	16372715

CORRESPONDENCE DATA

Fax Number:

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.

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Correspondent Name: ELAINE CARRERA, SENIOR PARALEGAL

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Address Line 4: NEW YORK, NEW YORK 10002

ATTORNEY DOCKET NUMBER:	1148542 1
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/04/2019

Total Attachments: 6

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this “First Lien Patent Security Agreement”) is entered into as of November 4, 2019, by and among **COLE-PARMER INSTRUMENT COMPANY LLC, ENVIRONMENTAL EXPRESS, INC., AND CONTROL 3, LLC** (“Grantors”) and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantors are parties to (i) a First Lien Pledge and Security Agreement, dated as of November 4, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this First Lien Patent Security Agreement and (ii) a First Lien Credit Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Curie Holdings, LLC, a Delaware limited liability company (“Holdings”), Curie Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), to be merged on the Closing Date with and into CPI Holdco, LLC, a Delaware limited liability company (the “Company”), with the Company surviving such merger as the “Borrower” under the Credit Agreement (as defined below) (the “Company Borrower”), Jefferies Finance LLC, as Administrative Agent, Collateral Agent, and Issuing Bank, the Lenders from time to time party thereto and each other party from time to time party thereto;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and/or the Security Agreement and used herein have the meaning given to them in the Credit Agreement and/or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under the Patents of Grantors listed on Schedule I attached hereto (collectively, the “Patent Collateral”); provided, however, for the avoidance of doubt, the “Patent Collateral” shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject

to the terms and conditions thereof). In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall promptly execute, acknowledge, and deliver to Grantors, at Grantors' expense to the extent required by Section 10.04 of the Credit Agreement, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this First Lien Patent Security Agreement.

SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of 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 counterpart of a signature page to this First Lien Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this First Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COLE-PARMER INSTRUMENT COMPANY LLC
ENVIRONMENTAL EXPRESS, INC.
CONTROL 3, LLC**

By: 

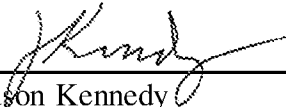
Name: Bernd Brust

Title: President and Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE I
to
FIRST LIEN PATENT SECURITY AGREEMENT

PATENT COLLATERAL

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

Owner/Grantor	Description	Reg. No.	Appl. No.	Status
Cole-Parmer Instrument Company LLC	Digital device	N/A	29/649493	Pending
Cole-Parmer Instrument Company LLC	Hose cartridge for a peristaltic pump	7214038	10/661695	Issued
Cole-Parmer Instrument Company LLC	Marked tube for a peristaltic pump	7874819	11/677283	Issued
Cole-Parmer Instrument Company LLC	Network monitoring and control of data logging apparatus	N/A	16/426875	Pending
Cole-Parmer Instrument Company LLC	Network monitoring and control of fluid handling apparatus	N/A	16/369,731	Pending
Cole-Parmer Instrument Company LLC	Peristaltic pump	6494693	09/698813	Issued
Cole-Parmer Instrument Company LLC	Peristaltic pump	7478999	11/070989	Issued
Cole-Parmer Instrument Company LLC	Peristaltic pump	8052399	12/253434	Issued
Cole-Parmer Instrument Company LLC	Peristaltic pump with multiple independent channels	9504784	13/200029	Issued
Cole-Parmer Instrument Company LLC	Peristaltic pump with rigid fluoroplastic tubing	5,482,447	08/448,853	Issued
Cole-Parmer Instrument Company LLC	Peristaltic pumphead and methods for assembly thereof	N/A	15/198729	Pending
Cole-Parmer Instrument Company LLC	Tube retainer	D605286	29/276229	Issued
Cole-Parmer Instrument Company LLC	tube retainer system for a peristaltic pump	7980835	11/624852	Issued
Cole-Parmer Instrument Company LLC	Tubing retention mechanism usable with a peristaltic pump	N/A	16/517434	Pending
Cole-Parmer Instrument Company LLC	Universal high pressure liquid connector	6494500	09/570307	Issued
Control 3, LLC	Bottle cap with thermometer probe sleeve	D527262	29/235,466	Issued
Control 3, LLC	Bottle probe	D673468	29/393,750	Issued

Owner/Grantor	Description	Reg. No.	Appl. No.	Status
Control 3, LLC	Bottle probe with thermometer probe sleeve	D553498	29/265,058	Issued
Control 3, LLC	Clip-on timer	D614051	29/343,656	Issued
Control 3, LLC	Controller	D553347	29/245,919	Issued
Control 3, LLC	Digital thermometer	D670579	29/393,854	Issued
Control 3, LLC	Mini-clock	D614510	29/343,657	Issued
Environmental Express, Inc.	Hydrophilic activated sorbent extraction disk	9260362	13/961241	Issued
Environmental Express, Inc.	Polymer total dissolved solids vessel	N/A	16/372,715	Pending