

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5962845

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MILLROCK TECHNOLOGY INC.	01/01/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JMC INVESTMENT LLC	
<b>Street Address:</b>	55 FIFTH AVENUE, SUITE 1807	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10003	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8434240	
<b>Patent Number:</b>	8839528	
<b>Patent Number:</b>	8875413	
<b>Patent Number:</b>	9435586	
<b>Patent Number:</b>	9121637	
<b>Patent Number:</b>	9470453	
<b>Application Number:</b>	15228100	
<b>Application Number:</b>	16400045	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)504-6666	
<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>		
<b>Phone:</b>	212-504-6000	
<b>Email:</b>	jennifer.chick@cwt.com	
<b>Correspondent Name:</b>	CADWALADER, WICKERSHAM & TAFT LLP	
<b>Address Line 1:</b>	200 LIBERTY STREET	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10281	
<b>ATTORNEY DOCKET NUMBER:</b>	96748.002	
<b>NAME OF SUBMITTER:</b>	JENNIFER A. CHICK	
<b>SIGNATURE:</b>	/Jennifer A. Chick/	

<b>DATE SIGNED:</b>	02/13/2020
<b>Total Attachments: 5</b> source=Executed_Patent_Security_Agreement_Millrock_JMC#page1.tif source=Executed_Patent_Security_Agreement_Millrock_JMC#page2.tif source=Executed_Patent_Security_Agreement_Millrock_JMC#page3.tif source=Executed_Patent_Security_Agreement_Millrock_JMC#page4.tif source=Executed_Patent_Security_Agreement_Millrock_JMC#page5.tif	

## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “Agreement”), dated as of January 1, 2020, is made by MILLROCK TECHNOLOGY INC., a Delaware corporation (“Grantor”), in favor of JMC INVESTMENT LLC, a Delaware limited liability company (in such capacity, together with its successors and permitted assigns, “Secured Party”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Loan Agreement, dated of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and between Grantor, as borrower, and Secured Party, as lender, and related Security Agreement, dated as of even date herewith (as amended, restated or supplemented from time to time, the “Security Agreement” and, together with the Loan Agreement, the “Loan Documents”), by and between Grantor and Secured Party, (i) Secured Party has agreed to make a loan to Grantor upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations under the Loan Agreement, Grantor has agreed to enter into this Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into the Loan Agreement and to induce Secured Party to extend credit to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Documents.

**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 Obligations of Grantor, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (collectively, the “Patent Collateral”):

- (a) all of its Patents and Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I attached 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. Recordation.** Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Secured Party.

**Section 4. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest

in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

**Section 5. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

**Section 6. 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 7. 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 (without giving effect to the conflicts of laws principles thereof).

*[Remainder of page intentionally blank; signatures follow.]*

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

**GRANTOR:**

**MILLROCK TECHNOLOGY INC.**

By: 

Name: Taylor N. Thompson, Jr.

Title: CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 051814 FRAME: 0474**

**ACCEPTED AND AGREED**

as of the date first above written:

**JMC INVESTMENT LLC**, as Secured Party

By 

Name: Tom Sadusky

Title: Manager

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

<b>TITLE</b>	<b>PATENT NO. ISSUE DATE</b>	<b>APPLICATION NO. FILING DATE</b>
Freeze Drying Method	8,434,240 May 7, 2013	12/929,525 Jan 31, 2011
Controlled Nucleation During Freezing Step of Freeze Drying Cycle Using Pressure Differential Ice Fog Distribution	8,839,528 Sept. 23, 2014	13/097,219 April 29, 2011
Controlled Nucleation During Freezing Step of Freeze Drying Cycle Using Pressure Differential Ice Crystals Distribution From Condensed Frost	8,875,413 Nov. 4, 2014	13/572,978 Aug. 13, 2012
Controlled Nucleation During Freezing Step of Freeze Drying Cycle Using Pressure Differential Ice Crystals Distribution From Condensed Frost	9,435,586 Sept. 6, 2016	14/205,802 March 12, 2014
Using Surface Heat Flux Measurement to Monitor and Control a Freeze Drying Process	9,121,637 Sept. 1, 2015	13/926,344 June 25, 2013
Controlled Nucleation During Freezing Step of Freeze Drying Cycle Using Pressure Differential Water Vapor CO2 Ice Crystals	9,470,453 Oct. 18, 2016	13/960,018 Aug. 6, 2013
Apparatus and Method for Developing Freeze Drying Protocols Using Small Batches of Product	-----	15/228,100 Aug. 4, 2016
Apparatus and Method for Developing Freeze Drying Protocols Using Small Batches of Product	-----	16/400,045 May 1, 2019