

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5948965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
SPEX CERTIPREP, LLC	02/05/2020
SPEX SAMPLEPREP, LLC	02/05/2020
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 WEST WASHINGTON ST., 9TH FL.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	D844778
Patent Number:	6955180
Patent Number:	8061633
Patent Number:	8403025
Patent Number:	9781774
Patent Number:	10240870
Patent Number:	9709472
Patent Number:	10518269
Application Number:	14025270
Application Number:	14604887
Application Number:	16719141
Application Number:	16271632
Application Number:	62810742
Application Number:	16682969
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>	

PATENT

Phone: 2127013365
Email: ecarrera@cahill.com
Correspondent Name: ELAINE CARRERA, SENIOR PARALEGAL
Address Line 1: 80 PINE STREET
Address Line 2: CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1183955 2L PAT D
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NAME OF SUBMITTER:	ELAINE CARRERA
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	02/06/2020
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Total Attachments: 7

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this “Second Lien Patent Security Agreement”) is entered into as of February 5, 2020, by and among **SPEX CERTIPREP, LLC** (“CertiPrep”), **SPEX SAMPLEPREP, LLC** (“SamplePrep” and, together with CertiPrep, each a “Grantor” and, together, the “Grantors”) and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to (i) a Second 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 each Grantor is required to execute and deliver this Second Lien Patent Security Agreement and (ii) a Second 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”), CPI Holdco, LLC, a Delaware limited liability company (the “Borrower”), Cortland Capital Market Services LLC, as Administrative Agent, 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, the 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 the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its rights, titles and interests in, to and under the Patents of each of the 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 Second 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. Each Grantor hereby acknowledges and affirms 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 Second 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 each of the Grantors, at such Grantor's 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 Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second 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 Second 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 Second Lien Patent Security Agreement.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantors have caused this Second Lien Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SPEX CERTIPREP, LLC

By: 

Name: Vonne Cangelosi

Title: President

SPEX SAMPLEPREP, LLC

By: _____

Name: Warren Steven Slutter

Title: President

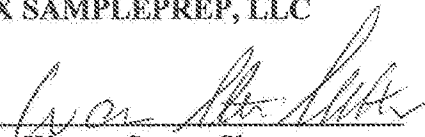
[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have caused this Second Lien Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SPEX CERTIPREP, LLC

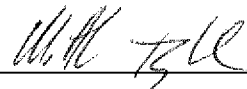
By: _____
Name: Yvonne Cangelosi
Title: President

SPEX SAMPLEPREP, LLC

By:  _____
Name: Warren Steven Slutter
Title: President

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

**CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent**

By: 
Name: _____
Title: **Matthew Trybula**
Associate Counsel

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 051834 FRAME: 0411

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT

PATENT COLLATERAL

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

<u>Title</u>	<u>Application No. / Filing Date</u>	<u>Patent No. / Issue Date</u>	<u>Status</u>	<u>Owner of Record</u>
System and method for disseminating a certified analysis for reference materials	14025270 12-SEP-2013	--	Pending	Spex Certiprep ¹
Resealable ampule	29575673 26-AUG-2016	D844778 02-APR-2019	Granted	Spex Certiprep ²
Pipette washer	10336866 06-JAN-2003	6955180 18-OCT-2005	Granted	Spex Certiprep, Inc. ³
Apparatus for use in sample analysis	12169757 09-JUL-2008	8061633 22-NOV-2011	Granted	Spex Sample Prep ⁴
Preparation of inorganic samples by fusion	13220904 30-AUG-2011	8403025 26-MAR-2013	Granted	Spex Sample Prep LLC ⁵
Heating element and fusion furnace comprising same	14452250 05-AUG-2014	9781774 03-OCT-2017	Granted	Spex Sample Prep LLC ⁶
Power-compensated fusion furnace	14604887 26-JAN-2015	--	Pending	Spex Sample Prep LLC ⁷
Method for operating a power-compensated fusion furnace	14604947 26-JAN-2015	10240870 26-MAR-2019	Granted	Spex Sample Prep LLC ⁸
Fluxer having a modular electrically powered furnace	15131071 18-APR-2016	9709472 18-JUL-2017	Granted	Spex Sample Prep, LLC ⁹

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- ¹ Company to update record ownership from "SPEX CertiPrep" to "SPEX CertiPrep, LLC".
- ² Company to update record ownership from "SPEX CertiPrep" to "SPEX CertiPrep, LLC".
- ³ Company to update record ownership from "SPEX CertiPrep, Inc." to "SPEX CertiPrep, LLC".
- ⁴ Company to update record ownership from "SPEX Sample Prep" to "SPEX SamplePrep, LLC".
- ⁵ Company to update record ownership from "SPEX Sample Prep LLC" to "SPEX SamplePrep, LLC".
- ⁶ Company to update record ownership from "SPEX Sample Prep LLC" to "SPEX SamplePrep, LLC".
- ⁷ Company to update record ownership from "SPEX Sample Prep LLC" to "SPEX SamplePrep, LLC".
- ⁸ Company to update record ownership from "SPEX Sample Prep LLC" to "SPEX SamplePrep, LLC".
- ⁹ Company to update record ownership from "SPEX Sample Prep, LLC" to "SPEX SamplePrep, LLC".

<u>Title</u>	<u>Application No. / Filing Date</u>	<u>Patent No. / Issue Date</u>	<u>Status</u>	<u>Owner of Record</u>
Grinding mill with securing frame	15783632 13-OCT-2017	10518269 31-DEC-2019	Granted	Spex SamplePrep, LLC
[Redacted; unpublished application]	16719141 11-OCT-2018		Unpublished	Spex Sample Prep, LLC ¹⁰
Method for operating a power-compensated fusion furnace	16271632 08-FEB-2019	--	Pending	Spex Sample Prep LLC ¹¹
[Redacted; unpublished application]	62810742 26-FEB-2019	--	Unpublished	Spex SamplePrep LLC
[Redacted; unpublished application]	16682969 15-NOV-2019	--	Unpublished	Spex SamplePrep LLC

¹⁰ Company to update record ownership from “SPEX Sample Prep, LLC” to “SPEX SamplePrep, LLC”.

¹¹ Company to update record ownership from “SPEX Sample Prep LLC” to “SPEX SamplePrep, LLC”.