

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6147426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
ALPHA-TEC SYSTEMS, INC.	06/10/2020
ANATRACE PRODUCTS, LLC	06/10/2020
EDGE BIOSYSTEMS, INC.	06/10/2020
MOLECULAR DIMENSIONS, INC.	06/10/2020

RECEIVING PARTY DATA

Name:	CVC CREDIT PARTNERS, LLC
Street Address:	712 FIFTH AVENUE
Internal Address:	42ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	10299767
Patent Number:	10451528
Patent Number:	10139321
Patent Number:	9138747
Patent Number:	10189020
Patent Number:	9403164
Patent Number:	7964098
Patent Number:	8986449
Patent Number:	8609602
Patent Number:	8652417
Patent Number:	8846899
Patent Number:	8071759
Patent Number:	7316805
Patent Number:	7514043
Patent Number:	7993416

PATENT

Property Type	Number
Patent Number:	D623300
Patent Number:	6504021

CORRESPONDENCE DATA

Fax Number: (704)503-2622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: KING & SPALDING LLP

Address Line 1: 300 S. TRYON ST., STE 1700

Address Line 2: ATTN: MOIRA SHEEHAN

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	30520.515001
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NAME OF SUBMITTER:	MOIRA SHEEHAN
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	06/10/2020
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Total Attachments: 14

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this June 10, 2020, by and among ALPHA-TEC SYSTEMS, INC., a Washington corporation, ANATRACE PRODUCTS, LLC, a Delaware limited liability company, EDGE BIOSYSTEMS, INC., a Delaware corporation, MOLECULAR DIMENSIONS, INC., a Florida corporation (each a "Grantor" and collectively, the "Grantors"), and CVC CREDIT PARTNERS, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Life Science Intermediate Holdings, LLC, a Delaware limited liability company (and together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantors hereby unconditionally grant and pledge to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

(a) all of its Patents and Patent intellectual property licenses to which it is a party including the registered Patents and applications for Patents referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property license, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto and such Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS PATENT SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF

MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTORS AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTORS AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS PATENT SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTORS AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

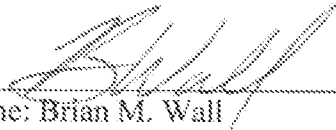
9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Patent Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

[SIGNATURE PAGE FOLLOWS]

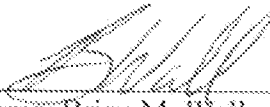
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

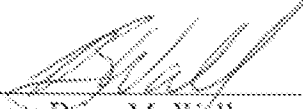
ALPHA-TEC SYSTEMS, INC., a Washington corporation

By: 
Name: Brian M. Wall
Title: President

ANATRACE PRODUCTS, LLC, a Delaware limited liability company

By: 
Name: Brian M. Wall
Title: President

EDGE BIOSYSTEMS, INC., a Delaware corporation

By: 
Name: Brian M. Wall
Title: President

MOLECULAR DIMENSIONS, INC., a Florida corporation

By: _____
Name: Benjamin Travis
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

ALPHA-TEC SYSTEMS, INC., a Washington corporation

By: _____

Name: Brian M. Wall

Title: President

ANATRACE PRODUCTS, LLC, a Delaware limited liability company

By: _____

Name: Brian M. Wall

Title: President


EDGE BIOSYSTEMS, INC., a Delaware corporation

By: _____

Name: Brian M. Wall

Title: President

MOLECULAR DIMENSIONS, INC., a Florida corporation

By:  _____

Name: Benjamin Travis

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

AGENT:

CVC Credit Partners, LLC, a Delaware limited liability company

By: 
Name: Andrew Eversfield
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 052896 FRAME: 0990

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BD/YY)	Patent No.	Issue Date (MO/BD/YY)
Alpha-Tec	Sample Collection Apparatus	USA	Granted	14/964,304	12/9/2015	10,299,767	5/28/2019
Alpha-Tec	Collection, Filtration and Concentration Apparatus for Biological Samples	USA	Allowed	14/993,979	1/12/2016	10,451,528	10/22/2019
Alpha-Tec	Mucolytic Tablet for a Sample Collection Device	USA	Granted	15/224,160	7/29/2016	10,139,321	11/27/2018
Alpha-Tec	Specimen Collection Apparatus	USA	Granted	13/839,221	3/15/2013	9,138,747	9/22/2015
Alpha-Tec	Specimen Collection Apparatus	USA	Granted	14/823,950	8/11/2015	10,189,020	1/29/2019

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BD/YV)	Patent No.	Issue Date (MO/BD/YV)
Alpha-Tec	Specimen Collection Apparatus	Canada	Granted	2907981	10/3/2013	2907981	1/9/2018
Alpha-Tec	Specimen Collection Apparatus	Europe	Granted	13001549.8	3/26/2013	2644104	12/7/2016
Alpha-Tec	Specimen Collection Apparatus	South Africa	Granted	2014/07711	10/23/2014	ZA201407711	8/30/2017
Alpha-Tec	Specimen Collection Apparatus	South Africa	Pending	2016/05964	8/25/2016	TBD	TBD
Alpha-Tec	Specimen Collection Apparatus	USA	Granted	14/660,109	3/17/2015	9,403,164	8/2/2016
Alpha-Tec	Apparatus and Method for Filtering Biological Samples	USA	Granted	11/671,626	2/6/2007	7,964,098	6/21/2011
Anatrace	A Device and a Method for Promoting Crystallisation	Netherlands	Published	PCT/DK07/50078	6/27/2007		
Anatrace	A Device and a Method for Promoting Crystallisation	Australia	Granted	2007264161	6/27/2007	2007264161	8/30/2012

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BB/YY)	Patent No.	Issue Date (MO/BB/YY)
Anatrace	Device and a Method for Promoting Crystallisation	China (People's Republic)	Granted	200780024554.3	6/27/2007	101479041	10/3/2012
Anatrace	A Device and a Method for Promoting Crystallisation	Canada	Granted	2653719	6/27/2007	2653719	4/22/2014
Anatrace	A Device and a Method for Promoting Crystallisation	European Patent Convention	Published	7764498.7	6/27/2007	2032257 B1	7/11/2018
Anatrace	A Device and a Method for Promoting Crystallisation	Germany	Granted	7764498.7	6/27/2007	2032257 B1	7/11/2018
Anatrace	A Device and a Method for Promoting Crystallisation	France	Granted	7764498.7	6/27/2007	2032257 B1	7/11/2018
Anatrace	A Device and a Method for Promoting Crystallisation	United Kingdom	Granted	7764498.7	6/27/2007	2032257 B1	7/11/2018
Anatrace	Device and a Method for Promoting Crystallisation	USA	Granted	12/303,132	12/2/2008	8,986,449	3/24/2015

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BB/YY)	Patent No.	Issue Date (MO/BB/YY)
Anatrace	A Device and a Method for Promoting Crystallisation	Japan	Granted	2013-108417	6/27/2007	5978436	8/5/2016
Anatrace	Cleaning Solution	USA	Granted	13/183,282	7/14/2011	8,609,602	12/17/2013
Anatrace	Crystallization Media	USA	Granted	13/010,298	1/20/2011	8,652,417	2/18/2014
Anatrace	Maltoside and Phosphocholine Derivatives, Uses Thereof and Methods Of Preparing Artificial Lipid Structures Thereof	USA	Granted	13/272,090	10/12/2011	8,846,899	9/30/2014
Anatrace Co-Owned with U. of Glasgow	Water Soluble Cholesterol Derivatives	USA	Granted	12/494,159	6/29/2009	8,071,759	12/6/2011
MD-US	Laboratory cap and well for hanging-drop crystallization methods	Australia	Issued	AU25291/00	02/09/2000	AU773384	9/9/2004
MD-US	Laboratory cap and well for hanging-drop crystallization methods	Israel	Issued	IL144752	02/09/2000	IL144752	6/21/2005

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BD/YY)	Patent No.	Issue Date (MO/BD/YY)
MD-US	Laboratory cap and well for hanging-drop crystallization methods	USA	Issued	09/913,088	02/09/2000	7,316,805	1/8/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Australia	Issued	AU2004205437	1/16/2004	AU2004205437	10/1/2009
MD-US	Pre-filled crystallization plates and methods for making and using same	Canada	Issued	CA2,513,177	1/16/2004	2,513,177	3/20/2012
MD-US	Pre-filled crystallization plates and methods for making and using same	China	Issued	CN200480002410.4	1/16/2004	CNZL200480002410.4	1/7/2009
MD-US	Pre-filled crystallization plates and methods for making and using same	Austria	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BD/YV)	Patent No.	Issue Date (MO/BD/YV)
MD-US	Pre-filled crystallization plates and methods for making and using same	Belgium	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Switzerland	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Germany	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Spain	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	France	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BB/YY)	Patent No.	Issue Date (MO/BB/YY)
MD-US	Pre-filled crystallization plates and methods for making and using same	GB	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Italy	Issued	EP04702616.6	1/16/2004	IT502008901616854	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Netherlands	Issued	EP04702616.6	1/16/2004	EP1699538	1/30/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	Mexico	Issued	MX/a/2005/007619	1/16/2004	MX262144	11/12/2008
MD-US	Pre-filled crystallization plates and methods for making and using same	USA	Issued	US10/758,325	1/16/2004	7,514,043	4/7/2009

Credit Party	Patent Title	Country	Status	Application/ Serial No.	Filing Date (MO/BD/YV)	Patent No.	Issue Date (MO/BD/YV)
MD-US	Pre-filled crystallization plates and methods for making and using same	USA	Issued	US12/392,381	2/25/2009	7,993,416	8/9/2011
EdgeBio	Filterplate	USA	Granted	29/331,700	1/30/2009	D623,300	9/7/2010
EdgeBio	Ion exchange method for DNA purification	USA	Granted	09/898,473	7/5/2001	6,504,021	1/7/2003
MICHAEL DANIEL BROWNLEADER (in the process of assigning to Protein Ark)	Sample Loading Buffer for Visualisation of Target Molecules in Polyacrylamide Gel	GB	Granted	1306286.4A	4/5/2013	2512664	9/13/2017
	Electrophoresis						
	Biological Sample Purification Apparatus, Use of the Same, and Systems Comprising the Same	GB	Filed	1913558.1	9/20/2019		

PATENT

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RECORDED: 06/10/2020