

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6631731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CATALENT USA WOODSTOCK, INC.	03/31/2021
RECEIVING PARTY DATA	
Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC, AS THE COLLATERAL AGENT
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	7758553
Patent Number:	D543118
Patent Number:	6860405
Patent Number:	7028862
Patent Number:	D596740
Patent Number:	10086984
Patent Number:	9440754
Patent Number:	10351272
Patent Number:	9688444
Patent Number:	9034249
Patent Number:	9533065
Application Number:	14746159
Application Number:	15851779
Patent Number:	9918900
Patent Number:	10413508
Application Number:	16640967
Patent Number:	D603525
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955

PATENT

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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Email: scott.kareff@srz.com
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ATTORNEY DOCKET NUMBER:	014951.2009
NAME OF SUBMITTER:	SCOTT KAREFF
SIGNATURE:	/rr for sk/
DATE SIGNED:	03/31/2021

Total Attachments: 5

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PATENT SECURITY AGREEMENT

March 31, 2021

WHEREAS, Catalent USA Woodstock, Inc., an Illinois corporation (the "Grantor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 31, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein having the respective meanings assigned to them in the Security Agreement or the Financing Agreement (as defined in the Security Agreement), as applicable), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Collateral Agent"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in all cases to the extent constituting Collateral (as defined in the Security Agreement) (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does under this Patent Security Agreement (this "Agreement") hereby pledge and grants to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

CATALENT USA WOODSTOCK, INC.

By: 

Name: Paul Josephs


Title: Chief Executive Officer and President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 055778 FRAME: 0022

COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE AGENCY,
LLC

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE A TO PATENT SECURITY AGREEMENT

Patent and Patent Applications

Title	Owner	Country	Applicati on No.	Filing Date	Patent No.	Issue Date
DROP DISPENSER FOR THE DELIVERY OF UNIFORM DROPLETS OF VISCOUS LIQUIDS	Catalent USA Woodstock, Inc. and Sun Pharma Global FZE	US	11/397047	4/3/2006	7758553	7/20/2010
DROP DISPENSER	Catalent USA Woodstock, Inc. and Sun Pharma Global FZE	US	29/257372	4/3/2006	D543118	5/22/2007
DISPOSABLE SINGLE-USE CONTAINER WITH INDICIA BEARING PORTION	Catalent USA Woodstock, Inc.	US	10/654662	9/3/2003	6860405	3/1/2005
DISPOSABLE SINGLE-USE CONTAINER WITH INDICIA BEARING PORTION	Catalent USA Woodstock, Inc.	US	11/031308	1/6/2005	7028862	4/18/2006
A VIAL	Catalent USA Woodstock, Inc.	US	29/259816	5/16/2006	D596740	7/21/2009
MOLDED CONTAINER WITH OPENER AND METHOD FOR USE	Catalent USA Woodstock, Inc.	US	12/494873	6/30/2009	10086984	10/2/2018
THREE CIRCUIT FILL SYSTEM FOR BLOW FILL SEAL CONTAINERS	Catalent USA Woodstock, Inc.	US	13/434566	3/29/2012	9440754	9/13/2016
THREE CIRCUIT FILL SYSTEM FOR BLOW FILL SEAL CONTAINERS	Catalent USA Woodstock, Inc.	US	15/236993	8/15/2016	10,351,272	7/16/2019
SINGLE USE CONTAINER WITH DISPENSER	Catalent USA Woodstock, Inc.	US	14/441,783	5/8/15	9,688,444	6/27/17
AUTOMATED STERILIZATION PROCESS INTEGRATED WITH A BLOW FILL SEAL MACHINE	Catalent USA Woodstock, Inc.	US	13/902,385	5/24/13	9,034,249	5/19/15
AUTOMATED STERILIZATION PROCESS INTEGRATED WITH A BLOW FILL SEAL MACHINE	Catalent USA Woodstock, Inc.	US	14/656,858	3/13/15	9,533,065	1/3/17
COLD BLOW-FILL-SEAL PACKAGING SYSTEM AND PROCESS	Catalent USA Woodstock, Inc.	US	14/746,159	6/22/15		
INVERSE BLOW-FILL-SEAL PACKAGING	Catalent USA Woodstock, Inc.	US	15/851,779	12/22/17		

Title	Owner	Country	Application No.	Filing Date	Patent No.	Issue Date
INVERSE BLOW-FILL-SEAL PACKAGING	Catalent USA Woodstock, Inc.	US	14/883,868	10/15/15	9,918,900	3/20/18
PREPARATION OF AN OIL IN WATER EMULSION FOR POLYMER STABILIZED PHARMACEUTICAL FORMULATIONS	Catalent USA Woodstock, Inc.	US	15/546,205	7/25/17	10,413,508	9/17/19
SYSTEMS AND METHODS FOR FILLING CONTAINERS	Catalent USA Woodstock, Inc.	US	16/640,967	2/21/2020		
CHARGING FIXTURE WITH VALVES	Catalent USA Woodstock, Inc. and Sun Pharma Global FZE	US	29/326079	10/10/08	D603525	11/3/09