

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6794636

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHOPIN TECHNOLOGIES	06/30/2021
RECEIVING PARTY DATA		
Name:	SOUND POINT AGENCY LLC	
Street Address:	375 PARK AVENUE, 33RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10152	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	13510706	
Application Number:	14319118	
Application Number:	15558722	
Application Number:	14319061	
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>		
Phone:	7044441000	
Email:	kristen.mims@alston.com	
Correspondent Name:	ALSTON & BIRD LLP	
Address Line 1:	ONE SOUTH AT THE PLAZA	
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000	
ATTORNEY DOCKET NUMBER:	066171/560557	
NAME OF SUBMITTER:	KRISTEN MIMS	
SIGNATURE:	/Kristen Mims/	
DATE SIGNED:	07/02/2021	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 30, 2021 (this “Agreement”), is made by **CHOPIN TECHNOLOGIES**, a company incorporated in France (“Grantor”), in favor of **SOUND POINT AGENCY LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **KPM ANALYTICS US HOLDING, INC.**, a Delaware corporation (“Holdings”), **KPM ANALYTICS US HOLDING 2, INC.**, a Delaware corporation (“KPM USH2”), **KPM ANALYTICS, INC.**, a Delaware corporation (“KPM Analytics”), **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)**, a Delaware corporation (“KANAC”; and together with KPM USH2, KPM Analytics and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and **SOUND POINT AGENCY LLC**, a Delaware limited liability company, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, the other Borrowers, and certain other Credit Parties are party to that certain Security Agreement, dated as of June 30, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges, hypothecates, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. 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.

Section 6. 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.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

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

Very truly yours,

CHOPIN TECHNOLOGIES,
as the Grantor


By: 

Name: Brian Mitchell

Title: President

ACKNOWLEDGED AND AGREED to
as of the date first above written:

SOUND POINT AGENCY LLC,
as Agent

By: 
Name: David Rous
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
Patent Registrations

1. REGISTERED PATENTS

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Method and device having a simplified constructions for the reference grinding of wheat	Unites States	PN: 9,067,210 SN: 13/510,706	Nov. 19, 2010	Jun. 30, 2015	Chopin Technologies; Arvalis; Institut National De Recherche Pour L'Agriculture L'Alimentation et L'Environnement
Shaking device	Unites States	PN: 10,010,837 SN: 14/319,118	Jun. 30, 2014	Jul. 3, 2018	Chopin Technologies
Test system comprising a heating device and method for implementing a test system	Unites States	PN: 10,578,527 SN: 15/558,722	Mar. 14, 2016	Mar. 3, 2020	Chopin Technologies

2. PATENT APPLICATIONS

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Shaking and centrifuging device	Unites States	PN: n/a SN: 14/319,061	Jun. 30, 2014	n/a	Chopin Technologies