

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7297610

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALLENTOWN, LLC	04/22/2022
RECEIVING PARTY DATA	
Name:	SILVER POINT FINANCE LLC
Street Address:	2 GREENWICH PLAZA
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	11129358
Patent Number:	10973204
Patent Number:	10575495
Patent Number:	10973202
Patent Number:	10954573
Application Number:	16705311
Application Number:	17190747
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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1654537 PAT
NAME OF SUBMITTER:	SOPHIA BYER
SIGNATURE:	/Sophia Byer/
DATE SIGNED:	04/26/2022

PATENT

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of April 22, 2022 (the "Intellectual Property Security Agreement"), by Allentown, LLC (the "Grantor"), in favor of Silver Point Finance, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of April 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of April 22, 2022 (amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Genesis Borrower Merger Sub LLC, a Delaware limited liability company ("Borrower Merger Sub"), Allentown, LLC, a Delaware limited liability company (as successor by merger to Borrower Merger Sub, the "Borrower"), Genesis Guarantor Merger Sub LLC, a Delaware limited liability company ("Guarantor Merger Sub"), Allentown Newco Intermediate, LLC, a Delaware limited liability company (as successor by merger to Guarantor Merger Sub), Allentown Acquisition, Inc., a Delaware corporation, Allentown, Inc., a New Jersey corporation, the Restricted Subsidiaries of the Borrower from time to time party thereto as guarantors, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent. The parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) all Patents, Trademarks and Copyrights of the Grantor included in the Collateral (excluding any Excluded Assets), whether now owned or at any time hereafter owned by the Grantor, or for which applications have been filed in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, and (c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Patents, Copyrights or Trademarks, or unfair competition regarding the same.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

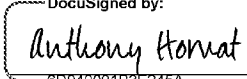
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 7.12 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in

recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

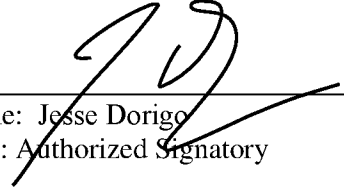
ALLENTOWN, LLC
as Grantor

By: 
Name: Anthony Horvat
Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 059731 FRAME: 0948

SILVER POINT FINANCE LLC, as Administrative Agent

By:  _____
Name: Jesse Dorigo
Title: Authorized Signatory

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks


PATENTS


Owner	Title	Registration Date	Registration Number
Allentown, LLC	Method and System for Monitoring Air Flow Impurity within an Animal Cage	9/28/2021	11129358
Allentown, LLC	Disposable Animal Cage for Use in Ventilated Rack	4/13/2021	10973204
Allentown, LLC	Method and System for Monitoring Air Flow Impurity	3/3/2020	10575495
Allentown, LLC	Disposable Animal Cage for Use in Ventilated Rack	4/13/2021	10973202
Allentown, LLC	Detection of Infectious Agents from Environmental Air Dust	3/23/2021	10954573

PATENT APPLICATIONS

Owner	Title	Filing Date	Application Number
Allentown, LLC	Method and System for Monitoring Air Flow Impurity	12/6/2019	16/705311
Allentown, LLC	Disposable Animal Cage for Use in Ventilated Rack	3/3/2021	17/190747

TRADEMARKS

Owner	Mark	Registration Date	Registration Number
Allentown, LLC	ALLENTOWN	6/12/2007	3250213
Allentown, LLC		6/24/2008	3454244

Owner	Mark	Registration Date	Registration Number
Allentown, LLC		1/12/2021	6246327
Allentown, LLC	IMPROVING LIFE...IT'S IN OUR DNA	11/17/2020	6201421
Allentown, LLC	SENSUS	11/24/2009	3713649
Allentown, LLC	EASY CAGE	10/16/2018	5587703
Allentown, LLC	NEXGEN MAX	6/23/2020	6083990

TRADEMARK APPLICATIONS

None.

Copyrights

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.