

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/09/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85592483	RESUSIX	
Serial Number:	78461284	STASIX	
Serial Number:	77366509	ENTEGRION	
Serial Number:	77366520	E ENTEGRION	
Serial Number:	77366188	STASILON	
Serial Number:	77366483	S STASILON	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/kris kappel/		
DATE SIGNED:	05/19/2016		

CH \$165.00 85592483

Total Attachments: 18

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of November 9, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the “**Retiring Agent**”) and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**, (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

RECITALS:

WHEREAS, Entegriion, Inc., as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

– Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

SUCCESSOR AGENT:

HEALTHCARE FINANCIAL SOLUTIONS, LLC, as Successor Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

EXHIBIT A

Intellectual Property Security Agreement dated as of April 1, 2014 and filed with the United States Patent and Trademark Office on May 16, 2014 at Reel 032913, Frame 15, and Reel 5281, Frame 0842.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 1, 2014, is made by **ENTEGRION, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("**GE Capital**"), as agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of April 1, 2014, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the "**Lenders**") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**") in each case to the extent not constituting Excluded Property:

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its Patent Cooperation Treaty ("PCT") patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) 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. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more

fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property 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.

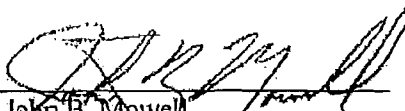
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

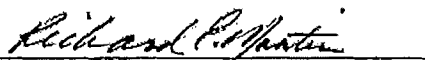
[Signature Pages Follow]

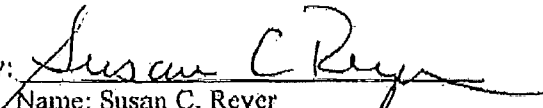
In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ENTEGRION, INC., a Delaware corporation

By: 
Name: John B. Mowell
Title: Executive Chairman

By: 
Name: Richard E. Martin
Title: Executive Vice President

By: 
Name: Susan C. Reyer
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ENTEGRION, INC., a Delaware corporation

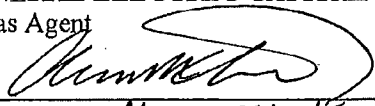
By: _____
Name: John B. Mowell
Title: Executive Chairman

By: _____
Name: Richard E. Martin
Title: Executive Vice President

By: _____
Name: Susan C. Reyer
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: *Alan M. Silber*
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights

None.

SCHEDULE 1

Schedule 2
to
Intellectual Property Security Agreement

Trademarks

Mark/Serial # Registration #/Application	Country	Class	Status
85/592483	United States (US)	006, 018, 044, 046, 051, 052	Registered
78/461284	United States (US)	006, 018, 044, 046, 051, 052	A Section 8 declaration has been accepted.
77/366509	United States (US)	100,101	A Sections 8 and 15 combined declaration has been accepted and acknowledged.
77/366520	United States (US)	100,101	Registered
77/366188	United States (US)	006, 018, 044, 046, 051, 052	Registered
77/366483	United States (US)	006, 018, 044, 046, 051, 052	Registered

SCHEDULE 2

**Schedule 3
to
Intellectual Property Security Agreement**

US Patents

Application/Publication Patent Nos.	Application/ Publication Date	Status	Title
12/971,013	12/17/2010	Issued	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response
		Not yet filed	Pharmaceutically Acceptable Fixed-Dried Human Blood Platelets
13/685,274	11/26/2012	In prosecution	Spray Dried Human Plasma
13/685,154	11/26/2012	In prosecution	Spray-Dried Human Plasma
			Portable Coagulation Monitoring Device for Assessing Coagulation Response
61/879,375	9/18/2013	In prosecution	Acceleration of Reconstitution of Plasma Powder by Mixing with Small Beads
61/904,523	11/15/2013	In prosecution	Glass-Filled Thermoplastic Polymer Plates for Measurement of Blood Thromboelastography
61/904,489	11/15/2013	In prosecution	Disposable Blood Introduction System

SCHEDULE 3

Schedule 4
to
Intellectual Property Security Agreement

PCT Patents

Application/Publication/Patent No	Status	Title	
None			

SCHEDULE 4

Schedule 5
to
Intellectual Property Security Agreement

PCT Patent Applications

Application/Publication/Patent No	Application/Publication Date	Status	Title
13/262,931	10/13/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same

Schedule 6
to
Intellectual Property Security Agreement

Non-US Patents and Patent Applications

Application/ Publication/Patent No	Application/ Publication Date	Status	Title	Country
Owned				
2010234607	9/27/2011	In prosecution; Notice of allowance recv'd 2/14/14.	Spray-Dried Blood Products and Methods of Making Same	Australia (AU)
2010330861	5/4/2012	Granted	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Australia (AU)
2013234363	9/26/2113	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Australia (AU)
739.12	6/18/2012	Issued	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Belize (BZ)
PI 1006722-1	10/5/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Brazil (BR)
PI BR 11-2012-014421-09	6/14/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Brazil (BR)
2,757,961	10/6/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Canada (CA)
2,780,492	5/9/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Canada (CA)
201080022767.40	11/24/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	China (CN)
201080055504	6/7/2012	In prosecution; instructions for Response sent to FA 2/24/14	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	China (CN)

SCHEDULE 6

2011-151086	8/11/2011	In prosecution; Response to OA due 4/18/14	Spray-Dried Blood Products and Methods of Making Same	Colombia (CO)
2012-103321	6/20/2012	Granted	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Colombia (CO)
2012-0326	6/15/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Costa Rica (CR)
SP-12-11981	6/18/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Ecuador (EC)
2012-004248	6/18/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	El Salvador (SV)
*010762281.3	11/9/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Europe (EP)
10838275.5	7/18/2012	In prosecution; Correspondence from FA response filed 1/30/14.	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Europe (EP)
2012-000198	6/15/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Guatemala (GT)
2012-001269	6/15/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Honduras (HN)
12107863.5	8/10/2012	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Hong Kong (HK)
13100873.7	1/21/2013	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Hong Kong (HK)
2000-545544		Granted	Method for Preparing a Diafiltered Stabilized Blood Product	Japan (JP)
2012-504757	10/3/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Japan (JP)
2012-65727	3/22/2012	In prosecution	Method for Preparing a Diafiltered Stabilized Blood Product	Japan (JP)
2012-544860	6/12/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing	Japan (JP)

SCHEDULE 6

			Coagulation Response	
MX/a/2011/010633	10/7/2011	In prosecution	Spray-Dried Blood Products and Methods of Making Same	Mexico (MX)
MX/a/2012/007084	6/18/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Mexico (MX)
2012-000109	6/15/2012	Granted	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Nicaragua (NI)
00844-2012/DIN	6/18/2012	In prosecution	Portable Coagulation Monitoring Device and Method of Assessing Coagulation Response	Peru (PE)
1073433	2/26/1999	Issued	Method of preparing a diafiltered stabilized blood product	Sweden
1073433	2/26/1999	Issued	Method of preparing a diafiltered stabilized blood product	Switzerland /Leichtenstein

SCHEDULE 6

EXHIBIT B

Copyrights	None
Trademarks	85/592483 78/461284 77/366509 77/366520 77/366188 77/366483
Patents	<u>U.S. Patents</u> 12/971,013 13/685,274 13/685,154 61/879,375 61/904,523 61/904.489 <u>Foreign Patents</u> 2010234607 (Australia) 2010330861 (Australia) 2013234363 (Australia) 739.12 (Belize) PI 1006722-1 (Brazil) PI BR 11-2012-014421-09(Brazil) 2,757,961 (Canada) 2,780,492 (Canada) 201080022767.40 (China) 201080055504 (China) 2011-151086 (Colombia) 2012-103321 (Colombia) 2012-0326 (Costa Rica) SP-12-11981 (Ecuador) 2012-004248 (El Salvador) *010762281.3 (Europe) 10838275.5 (Europe) 2012-000198 (Guatemala) 2012-001269 (Honduras) 12107863.5 (Hong Kong) 13100873 (Hong Kong) 2000-545544 (Japan) 2012-504757 (Japan) 2012-65727 (Japan) 2012-544860 (Japan) MX/a/2011-010633 (Mexico) MX/a/2012/007084 (Mexico) 2012-000109 (Nicaragua)

00844-2012/DIN (Peru)
1073433 (Sweden)
1073433 (Sweden/Liechtenstein)

PCT Patent Applicationa

13/262,931

Assignment of Intellectual Property Security Agreement

RECORDED: 05/19/2016

**TRADEMARK
REEL: 005796 FRAME: 0539**