

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

BÉCANCOUR SILICON INC./SILICIUM BÉCANCOUR INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 10, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal Address: _____

Street Address: 135 South LaSalle Street, 4th Floor

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60603

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/901,146

B. Patent No.(s)

5,854,807 and 7,727,502

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Xavier BEAUCHAMP-TREMBLAY

Internal Address: OGILVY RENAULT

Street Address: Suite 2500, 1 Place Ville Marie

City: Montréal

State: Canada Zip: H3B 1R1

Phone Number: 1 514 847 4795

Fax Number: 1 514 288 8389

Email Address: xbeauchamptremblay@ogilvyrenault.com

6. Total number of applications and patents involved: Three (3)

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

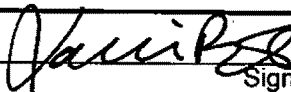
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 195113

Authorized User Name Ogilvy Renault

9. Signature:


Signature

14/01/2011

Date

Xavier BEAUCHAMP-TREMBLAY

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$120.00 195113 1190114

PATENT SECURITY AGREEMENT

WHEREAS, BÉCANCOUR SILICON INC./SILICIUM BÉCANCOUR INC., a Quebec company ("Grantor"), owns the patents and patent applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as borrower, has entered into a loan and security agreement dated as of December 15, 2010 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with, among others, Bank of America, N.A. (acting through its Canada branch), as agent (the "Agent") for the benefit of all lenders and individually as a lender (together with all other "Lenders" thereunder as defined therein, the "Lenders"), and the other Lenders parties thereto from time to time, providing for the Lenders to make available to Grantor a revolving credit facility on the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Deed of Hypothec on the Universality of Movable and Immovable Property entered into on December 14, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Deed of Hypothec"), between Grantor and the Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for its own benefit and for the benefit of the Lenders, a security interest in, and a hypothec on, all of the present and after acquired assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patent Collateral (as hereinafter defined), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as such term is defined in the Deed of Hypothec);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Secured Obligations (as such term is defined in the Deed of Hypothec), Grantor does hereby mortgage, pledge and hypothecate to Grantee for its own benefit and for the benefit of the Lenders, and Grantor does hereby grant to Grantee a continuing security interest in, and hypothec on, all of Grantor's right, title and interest in, to and under the following property (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) all letters patent and applications made by Grantor for letters patent in the United States of America and in Canada, including all patent applications in preparation for filing in the United States of America and in Canada and including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(2) all patent licenses and other agreements to which Grantor is a party providing Grantor with the right to use any of the items of the type referred to in clause (1);

(3) the right to sue third parties for past, present or future infringements of any Patent Collateral described in clause (1) and, to the extent applicable, clause (2); and

- 2 -

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent Collateral, including, without limitation, any patent referred to in Schedule 1 annexed hereto and any patent issued pursuant to a patent application referred to in Schedule 1.

This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest and hypothec of Grantee in the Patent Collateral relating to the patents and patent applications referred to in Part 1 of Schedule 1 annexed hereto with the Canadian Intellectual Property Office and recording the security interest and hypothec of Grantee in the Patent Collateral relating to the patents and patent applications referred to in Part 2 of Schedule 1 annexed hereto with the United States Patent and Trademark Office, in each case to the extent it may be so registered therein.

This security interest and hypothec are granted in conjunction with the security interests and hypothecs granted to Grantee pursuant to the Deed of Hypothec and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Deed of Hypothec. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest and hypothec in the Patent Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Credit Agreement.


This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir demandé que la présente convention et tous les documents connexes soient rédigés en anglais.*

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 10th day of January, 2011.

**BÉCANCOUR SILICON INC./
SILICIUM BÉCANCOUR INC.**

Per: 
Name: Peter A.M. Kalins
Title: General Counsel and Corporate
Secretary

Acknowledged:

**BANK OF AMERICA, N.A. (acting
through its Canada branch), as the
Agent**


Per: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 025699 FRAME: 0651**

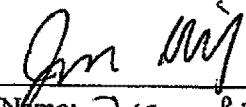
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**BÉCANCOUR SILICON INC./
SILICIUM BÉCANCOUR INC.**

Per: 
Name: Peter A.M. Kalins
Title: General Counsel and Corporate Secretary

Acknowledged:

**BANK OF AMERICA, N.A. (acting
through its Canada branch), as the
Agent**

Per: 
Name: Jason Riley
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE 1
TO PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Part 1 - Canada

OWNER	TITLE	FILING NO.	FILING DATE	ISSUANCE NO.	ISSUANCE DATE
Becancour Silicon Inc./ Silicium Becancour Inc.	ELECTRODE TYPE SODERBERG FOR MAKING SILICON ALLOYS AND SILICON METAL	2,286,658	1998/04/27	2,286,658	2006/01/24
Silicium Becancour Inc.	Process for the production of medium and high purity silicon from metallurgical grade silicon	2,695,393 PCT/CA/ 2008/ 000492	2008/03/13	n/a	n/a
Silicium Becancour Inc.	Process and apparatus for purifying low-grade silicon material	2,660,386 PCT/ CA2007/ 001646	2007/09/13	n/a	n/a
Silicium Becancour Inc.	A METHOD FOR EVALUATING UMG SILICON COMPENSATION	2,673,621	2009/07/21	n/a	n/a

- 2 -

OWNER	TITLE	FILING NO.	FILING DATE	ISSUANCE NO.	ISSUANCE DATE
Silicium Becancour Inc.	METHOD FOR THE DETERMINATION OF DOPANT DISTRIBUTION AND RESISTIVITY IN MULTICRYSTAL-LINE SILICON INGOT MADE WITH COMPENSATED SILICON	2,686,753	2009/12/01	n/a	n/a

Part 2 – United States of America

OWNER	TITLE	FILING NO.	FILING DATE	ISSUANCE NO.	ISSUANCE DATE
Becancour Silicon Inc.	Electrode for silicon alloys and silicon metal	08/958,323	1997/10/27	5,854,807	1998/12/29
Silicium Becancour Inc.	Process for the production of medium and high purity silicon from metallurgical grade silicon	12/047,913	2008/03/13	7,727,502	2010/06/01
Silicium Becancour Inc.	Process and apparatus for purifying low-grade silicon material	11/901,146	2007/09/13	n/a	n/a

PATENT

RECORDED: 01/14/2011

REEL: 025699 FRAME: 0654