

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Columbian Chemicals Company, a Delaware Corporation	06/20/2011
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Security Agent
Street Address:	Bank of America Plaza, 901 Main Street
Internal Address:	Mail Code: TX: 1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	7459103
Patent Number:	7413683
Patent Number:	7390441
Patent Number:	7241334
Patent Number:	7238741
Patent Number:	7167240
Patent Number:	6958308
Patent Number:	6831194
Patent Number:	6608132
Patent Number:	6533859
Patent Number:	6189768
Patent Number:	6120594
Patent Number:	5538261
Patent Number:	5494955

501573663

PATENT
REEL: 026480 FRAME: 0804

OP \$680.00 7459103

Patent Number:	5375730
Patent Number:	6471933
Patent Number:	7847009

CORRESPONDENCE DATA

Fax Number: (212)656-1342

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER:

Steven Kovalan

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated June 20, 2011, ("**Agreement**") is by Columbian Chemicals Company, a Delaware corporation (herein referred to as a "**Grantor**"), located at 1800 West Oak Commons Court, Marietta, GA 30062-2253 in favor of Bank of America, N.A., in its capacity as Security Agent (herein referred to as "**Security Agent**") located at 135 S La Salle St, Chicago, IL 60603, Attn: Angelo Martorana.

WHEREAS, the Grantor, other grantors party thereto and Security Agent have entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time is herein referred to as the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in all Intellectual Property, including the Patents, now owned or hereafter acquired by Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.
2. Grant. The Grantor hereby confirms and grants to Security Agent, for the benefit of the Secured Parties, a security interest in all Grantor's right, title and interest in all of the following, now owned or hereafter acquired by Grantor: (a) all letters patent of the United States or any other country, all registrations and recording thereof, and all pending applications for letters patent of the United States or any other country, including registrations, recordings and application in the PTO or in any similar office or agency of the United States, any State or Territory thereof, including, but not limited to, those items listed on Schedule 1-A hereto, or any other country, (b) all reissues, continuations, divisions, continuations-in-part, substitutions, renewals or extensions thereof and the inventions disclosed or claimed therein, and (c) any agreement, now or hereafter in effect, granting to Grantor any right to make, have made, use or sell any inventions on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Grantor under any such agreement, and all Proceeds, Supporting Obligations and products of any and all of the foregoing (collectively, the "**Patent Collateral**") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has also been granted to the Security Agent, for the benefit of the Secured Parties pursuant to the Security Agreement. The Grantor hereby further acknowledges and affirms that the rights and remedies of Security Agent with respect to the grant of a security interest in the Patent Collateral made hereby 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. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Agreement, the terms of the Security Agreement shall control.

4. Further Assurances. The Grantor hereby further agrees to execute and deliver to the Security Agent any and all further documents and instruments, and do any and all further acts which the Security Agent (or its agents or designees) reasonably requests in order to record this Agreement and the Security Interest in the Patent Collateral.
5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
6. Counterparts. This Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which when so executed and delivered shall be an original and all of which, when taken together, shall together constitute a single contract.

[SIGNATURE PAGE FOLLOWS]

COLUMBIAN CHEMICALS COMPANY ("Grantor")

By: Mark Breen

Name: Mark D. Breen

Title: Sr. Vice President - Finance, CEO

[Signature Page to Patent Security Agreement]

PATENT
REEL: 026480 FRAME: 0808

Agreed and Acknowledged:

BANK OF AMERICA, N.A.
("Security Agent")

By: 

Name: Ahand Melvani
Title: Managing Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1-A

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NO.	ISSUE DATE	DESCRIPTON
Columbian Chemicals Company	7,459,103*	12/02/2008	Conducting polymer-grafted carbon material for fuel cell applications
Columbian Chemicals Company	7,413,683*	08/19/2008	Sulfonated conducting polymer-grafted carbon material for fuel cell applications
Columbian Chemicals Company	7,390,441*	06/24/2008	Sulfonated conducting polymer-grafted carbon material for fuel cell applications
Columbian Chemicals Company	7,241,334	07/10/2007	Sulfonated carbonaceous materials
Columbian Chemicals Company	7,238,741	07/03/2007	Carbonaceous material with broad aggregate size distribution and improved dispersibility
Columbian Chemicals Company	7,167,240	01/23/2007	Carbon black sampling for particle surface area measurement using laser-induced incandescence and reactor process control based thereon
Columbian Chemicals Company	6,958,308*	10/25/2005	Deposition of dispersed metal particles onto substrates using supercritical fluids
Columbian Chemicals Company	6,831,194	12/14/2004	Surface modification of carbonaceous materials by introduction of gamma keto carboxyl containing functional groups
Columbian Chemicals Company	6,608,132	08/19/2003	Carbon black with abraision and hysteresis advantages comparable to N121 and tear properties comparable to N115
Columbian Chemicals Company	6,533,859	03/18/2003	Surface treated carbon black having improved dispersability in rubber and compositions of rubber therefrom having improved processability,

OWNER	PATENT NO.	ISSUE DATE	DESCRIPTION
			reheological and dynamic mechanical properties
Columbian Chemicals Company	6,189,768	02/20/2001	Process and apparatus for pressing an external sleeve onto a tube for enhancing weld design
Columbian Chemicals Company	6,120,594	09/19/2000	Hydrogen peroxide oxidation of carbon black
Columbian Chemicals Company	5,538,261	07/23/1996	Mechanical heat-exchange tube sealing system
Columbian Chemicals Company	5,494,955	02/27/1996	Use of silane coupling agent with carbon black to enhance the balance of reinforcement properties of rubber compounds
Columbian Chemicals Company	5,375,730	12/27/1994	Unloading valve for hopper car
Columbian Chemicals Company	6,471,933	10/29/2002	Ozone-oxidized carbon black composition with low conductivity and improved color
Columbian Chemicals Company	7,847,009*	12/07/2010	Carbonaceous material with dissociated aggregate size and particle size distribution and improved dispersibility

* The decision was made to cease maintenance payment for the corresponding patent. If previously granted, an issued patent marked as abandoned herein may still be in force until the next annuity or maintenance fee payment becomes due.

Applications:

None.