

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Norit Nederland B.V.	07/15/2011

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	12598223
Patent Number:	6866699
Patent Number:	6843831
Application Number:	12669225

CORRESPONDENCE DATA

Fax Number: (212)822-5175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5175
 Email: jmarkham@milbank.com
 Correspondent Name: Jordan P. Markham
 Address Line 1: 1 Chase Manhattan Plaza
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Jordan P. Markham
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 15, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG New York Branch, a branch licensed by the Banking Department of the State of New York and an integral part of Deutsche Bank AG, a banking corporation organized and existing under the laws of the Federal Republic of Germany, with offices at 60 Wall Street, New York, New York 10005, United States of America, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Credit and Guaranty Agreement dated as of July 8, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit and Guaranty Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent in connection with which the Grantors are executing and delivering this Agreement; and

WHEREAS, Norit Americas Holding Inc., Marshall Project LLC, Marshall Mine LLC, Norit Americas, Inc., certain Subsidiaries of Norit Holding B.V. party thereto from time to time as an Additional U.S. Grantor, Norit International N.V. and Collateral Agent are parties to that certain Pledge and Security Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit and Guaranty Agreement or Pledge and Security Agreement and used herein have the meaning given to them in the Credit and Guaranty Agreement or Pledge and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest

As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Patent Collateral**”):

- (a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation of the foregoing, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent hereunder will be subject to the provisions of the Pari Passu Intercreditor Agreement once executed. In the event of any conflict between the terms of the Pari Passu Intercreditor Agreement and this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern and control.

SECTION 4. Termination

This Agreement shall create a continuing security interest in the Patent Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations (other than in respect of unasserted indemnification and expense reimbursement obligations or Secured Obligations under Hedge Agreements or Cash Management Obligations, in each case, not yet due and payable), cancellation or expiration of all Letters of Credit (unless Cash Collateralized on terms reasonably satisfactory to Administrative Agent) and the cancellation or termination of the Commitments, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit and Guaranty Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations (other than in respect of unasserted indemnification and expense reimbursement obligations or Secured Obligations under Hedge Agreements or Cash Management Obligations, in each case, not yet due and payable), cancellation or expiration of all Letters of Credit (unless Cash Collateralized on terms reasonably satisfactory to Administrative Agent and Issuing Bank) and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Patent Collateral shall revert to the Grantors. The security interest granted hereunder in any item of Patent Collateral shall also be released as and solely to the extent provided in Section 9.8 of the Credit and Guaranty Agreement. Upon any such termination Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit and Guaranty Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. Collateral Agent shall, at the applicable Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as such Grantor shall reasonably request, in form and substance reasonably satisfactory to Collateral Agent, including financing statement amendments to evidence such release.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS

PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

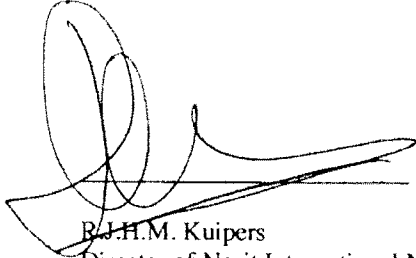
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

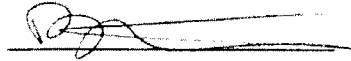
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORIT NEDERLAND B.V.

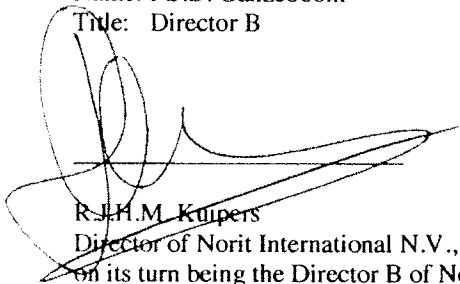


R.J.H.M. Kuipers
Director of Norit International N.V.,
on its turn being the Director A of Norit EAPA
Holding B.V.,
on its turn being the Director A of Norit Nederland
B.V.



B.H.F. ten Doeschot
Director of Norit International N.V.,
on its turn being the Director A of Norit EAPA
Holding B.V.,
on its turn being the Director A of Norit Nederland
B.V.

Name: P.J.B. Ganzeboom
Title: Director B



R.J.H.M. Kuipers
Director of Norit International N.V.,
on its turn being the Director B of Norit Nederland
B.V.



B.H.F. ten Doeschot
Director of Norit International N.V.,
on its turn being the Director B of Norit Nederland
B.V.

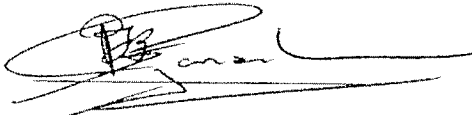
[SIGNATURE PAGE TO SUPPLEMENTAL PATENT SECURITY AGREEMENT]

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

NORIT NEDERLAND B.V.

R.J.H.M. Kuipers
Director of Norit International N.V.,
on its turn being the Director A of Norit EAPA
Holding B.V.,
on its turn being the Director A of Norit Nederland
B.V.

B.H.F. ten Doeschot
Director of Norit International N.V.,
on its turn being the Director A of Norit EAPA
Holding B.V.,
on its turn being the Director A of Norit Nederland
B.V.



Name: P.J.B. Ganzeboom
Title: Director B

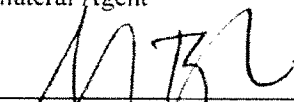
R.J.H.M. Kuipers
Director of Norit International N.V.,
on its turn being the Director B of Norit Nederland
B.V.

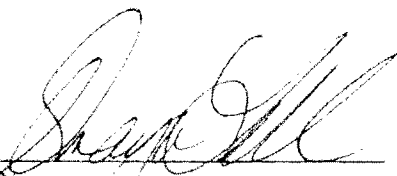
B.H.F. ten Doeschot
Director of Norit International N.V.,
on its turn being the Director B of Norit Nederland
B.V.

[SIGNATURE PAGE TO SUPPLEMENTAL PATENT SECURITY AGREEMENT]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marcus M. Tarkington
Title: Director

By: 
Name: Omayra Laucella
Title: Vice President

[NORIT PATENT SECURITY AGREEMENT SIGNATURE PAGE]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner
Composite adsorbent material	U.S. Federal	(12598223)	(23-MAR-2010)	Norit Nederland B.V.
Process for the adsorption of organic vapours from gas mixtures containing them	U.S. Federal	6866699	15-MAR-2005	Norit Nederland B.V.
Process for the purification of flue gas	U.S. Federal	6843831	18-JAN-2005	Norit Nederland B.V.
Chemically activated carbon and methods for preparing same	U.S. Federal	(12/669,225)	(18-JUL-2008)	Norit Nederland B.V.