#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Patents	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Deutsche Bank AG New York Branch	07/31/2012

# **RECEIVING PARTY DATA**

Name:	Norit Nederland B.V.	
Street Address:	Nijverheidsweg Noord 72	
City:	Amersfoort	
State/Country:	NETHERLANDS	
Postal Code:	3800 AC	

# PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6866699
Patent Number:	6843831
Application Number:	12598223
Application Number:	12699225

#### **CORRESPONDENCE DATA**

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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 136240/1

NAME OF SUBMITTER: John Deming

PATENT
REEL: 028984 FRAME: 0272

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# Total Attachments: 4

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> PATENT REEL: 028984 FRAME: 0273

#### RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS**, dated July 31, 2012 (this "Release"), is made by 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, as collateral agent for the Secured Parties (in such capacity, the "Assignor"), in favor of Norit Nederland B.V., a besloten vennootschap organized and existing under the laws of The Netherlands, with offices at Nijverheidsweg Noord 72, 3800 AC AMERSFOORT, The Netherlands (the "Assignee").

WHEREAS, the Assignor and the Assignee, among others, are party to that certain (i) Credit and Guaranty Agreement, dated as of July 8, 2011 (the "Credit Agreement") and (ii) Patent Security Agreement, dated as of July 15, 2011 (the "Patent Security Agreement");

**WHEREAS**, pursuant to the Patent Security Agreement, the Assignee granted to the Assignor, for the benefit of the Secured Parties a security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the following, in each case, whether then or thereafter existing or in which the Assignee then had or thereafter acquired an interest and whether 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 thereto, (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, then or thereafter due and/or payable with respect thereto;

**WHEREAS**, the Patent Security Agreement was filed with the United States Patent and Trademark Office on July 19, 2011 at Reel/Frame No. 026611/0576; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the Patent Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

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# **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Patent Security Agreement and used herein have the meaning given to them in the Patent Security Agreement.

# **SECTION 2. Release**

The Assignor hereby terminates, releases and discharges fully its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under the Patent Collateral, including, without limitation, each patent and patent application listed on Schedule I attached hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Patent Collateral to the Assignee.

# **SECTION 3. Recordation**

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to: (i) record this Release with the United States Trademark and Patent Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest or continuing lien of Assignor in the Patent Collateral, and/or (iii) otherwise file this Release. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request in order to confirm this Release and the Assignee's right, title an interest in or to the Patent Collateral.

# **SECTION 4. Governing Law**

THIS RELEASE 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).

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

DEUTSCHE BANK AG NEW YORK

BRANCH

Name:

Michael Getz

Title:

Vice President

DEUTSCHE BANK AG NEW YORK

**BRANCH** 

Name:

Title:

Courtney E. Meehan Vice President

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# SCHEDULE I to RELEASE OF SECURITY INTEREST IN PATENTS

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	(12/699,225)	(18-JUL-2008)	Norit Nederland B.V.

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**RECORDED: 09/14/2012** 

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