

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Oxea Corporation</td> <td>07/15/2013</td> </tr> <tr> <td>Oxea Bishop, LLC</td> <td>07/15/2013</td> </tr> </tbody> </table>		Name	Execution Date	Oxea Corporation	07/15/2013	Oxea Bishop, LLC	07/15/2013																								
Name	Execution Date																														
Oxea Corporation	07/15/2013																														
Oxea Bishop, LLC	07/15/2013																														
RECEIVING PARTY DATA																															
<table border="1"> <tr> <td>Name:</td> <td>JPMorgan Chase Bank, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>383 Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10179</td> </tr> </table>		Name:	JPMorgan Chase Bank, N.A.	Street Address:	383 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10179																				
Name:	JPMorgan Chase Bank, N.A.																														
Street Address:	383 Madison Avenue																														
City:	New York																														
State/Country:	NEW YORK																														
Postal Code:	10179																														
PROPERTY NUMBERS Total: 14																															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr><td>Patent Number:</td><td>4935554</td></tr> <tr><td>Patent Number:</td><td>RE34349</td></tr> <tr><td>Patent Number:</td><td>5603835</td></tr> <tr><td>Patent Number:</td><td>5948943</td></tr> <tr><td>Patent Number:</td><td>8354561</td></tr> <tr><td>Patent Number:</td><td>8445733</td></tr> <tr><td>Patent Number:</td><td>4871879</td></tr> <tr><td>Patent Number:</td><td>5367106</td></tr> <tr><td>Patent Number:</td><td>5866725</td></tr> <tr><td>Patent Number:</td><td>6593491</td></tr> <tr><td>Patent Number:</td><td>7667079</td></tr> <tr><td>Application Number:</td><td>13621345</td></tr> <tr><td>Application Number:</td><td>13621494</td></tr> <tr><td>Application Number:</td><td>61817506</td></tr> </tbody> </table>		Property Type	Number	Patent Number:	4935554	Patent Number:	RE34349	Patent Number:	5603835	Patent Number:	5948943	Patent Number:	8354561	Patent Number:	8445733	Patent Number:	4871879	Patent Number:	5367106	Patent Number:	5866725	Patent Number:	6593491	Patent Number:	7667079	Application Number:	13621345	Application Number:	13621494	Application Number:	61817506
Property Type	Number																														
Patent Number:	4935554																														
Patent Number:	RE34349																														
Patent Number:	5603835																														
Patent Number:	5948943																														
Patent Number:	8354561																														
Patent Number:	8445733																														
Patent Number:	4871879																														
Patent Number:	5367106																														
Patent Number:	5866725																														
Patent Number:	6593491																														
Patent Number:	7667079																														
Application Number:	13621345																														
Application Number:	13621494																														
Application Number:	61817506																														

CH \$560.00 4935554

CORRESPONDENCE DATA**Fax Number:** 6502138158*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 6502130300**Email:** iprecordations@whitecase.com**Correspondent Name:** White & Case LLP / Christina Ishihara**Address Line 1:** 3000 El Camino Real, Bldg 5, 9th Floor**Address Line 4:** Palo Alto, CALIFORNIA 94306**ATTORNEY DOCKET NUMBER:**

1111779-2370

NAME OF SUBMITTER:

Christina Ishihara

Signature:

/Christina Ishihara/

Date:

07/15/2013

Total Attachments: 10

source=Oxea - Second Lien Patent Security Agreement (Executed)#page1.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page2.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page3.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page4.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page5.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page6.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page7.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page8.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page9.tif

source=Oxea - Second Lien Patent Security Agreement (Executed)#page10.tif

SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT is entered into as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), among Oxea Corporation, a Delaware corporation (“**Oxea Corp.**”), Oxea Bishop, LLC, a Delaware limited liability company (“**Bishop**” and, together with Oxea Corp., the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien US Pledge and Security Agreement, dated as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**US Security Agreement**”), among Oxea Finance LLC, a Delaware limited liability company (the “**US Borrower**”), other US Loan Parties from time to time party thereto and the Collateral Agent. The Second Lien Lenders have extended credit to the US Borrower and OXEA FINANCE & Cy S.C.A., a *société en commandite par actions* organized and established under the laws of Luxembourg, subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), by and among, *inter alios*, OXEA Holding S.à r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg (“**Oxea Holdings**”), OXEA Holding 2 S.à r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg, the US Borrower, Oxea GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany, as borrower representative, the Lenders from time to time party thereto and the Collateral Agent. Consistent with the requirements of Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the US Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the US Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Patent Collateral**”):

- A. all Patents, including those material Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of any Patent; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **US Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OXEA CORPORATION

BY: 

Name: Bernhard Spetsmann

Title: Authorized Signatory

OXEA BISHOP, LLC, by its sole member, OXEA CORPORATION

BY: 

Name: Bernhard Spetsmann

Title: Authorized Signatory

[Oxea – Signature Page to Second Lien Patent Security Agreement]

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

By: Heather Russell
Name: HEATHER RUSSELL
Title: VICE PRESIDENT

[Oxea – Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 030795 FRAME: 0383

Schedule I

PATENTS

REGISTERED OWNER	PATENT DESCRIPTION	PATENT NUMBER	ISSUE DUE
Oxea Bishop, LLC	Process for making 1,3-diols from epoxides	4935554	June 19, 1990
Oxea Bishop, LLC	Method for the manufacture of 1,3-propanediol	RE34349	August 17, 1993
Oxea Bishop, LLC	Trimethylolpropane Color Improvement	5603835	February 18, 1997
Oxea Bishop, LLC	Process improvement to produce low color Trimethylolpropane	5948943	September 7, 1999
Oxea Bishop, LLC	Trimethylolpropane Color Improvement	8354561	January 15, 2013
Oxea Bishop, LLC	1,3-Butylene Glycol With Reduced Odor	8445733	May 21, 2013
Oxea Corporation	Rhodium recovery from hydroformylation reaction product	4871879	October 3, 1989
Oxea Corporation	Coupled Secondary Oxo Reaction System	5367106	November 22, 1994
Oxea Corporation	Process for the production of n-butanol	5866725	February 2, 2002
Oxea Corporation	Production of tertiary butyl acetate	6593491	July 15, 2003
Oxea Corporation	Processes for recovery of a triarylphosphine from a group VIII metal catalyst complex mixture	7667079	February 23, 2010

PATENT APPLICATIONS

APPLICANT	PATENT DESCRIPTION	APPLICATION SERIAL NO.	APPLICATION FILING DATE
Oxea Bishop, LLC	Recovery of Trimethylolpropane from purification residue	13/621345	September 17, 2012
Oxea Bishop, LLC	Recovery of alcohols from purification residue	13/621494	September 17, 2012
Oxea Corporation	Aldehyde production process with multi-stage condensation	61/817506	April 30, 2013

Exhibit A

[FORM OF] SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement Supplement**”), among [●] (the “**Grantor**”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien US Pledge and Security Agreement, dated as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**US Security Agreement**”), among Oxea Finance LLC, a Delaware limited liability company (the “**US Borrower**”), the other US Loan Parties from time to time party thereto and the Collateral Agent. The Second Lien Lenders have extended credit to the US Term Loan Borrower and OXEA FINANCE & Cy S.C.A., a *société en commandite par actions* organized and established under the laws of Luxembourg, subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), by and among, inter alios, OXEA Holding S.à r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg (“**Oxea Holdings**”), OXEA Holding 2 S.à r.l., a *société à responsabilité limitée* organized and established under the laws of Luxembourg, the US Borrower, Oxea GmbH, a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany, as borrower representative, the Lenders from time to time party thereto and the Collateral Agent. Consistent with the requirements of Section 5.12 of the Second Lien Credit Agreement, the Grantor and the Collateral Agent have entered into that certain Second Lien Patent Security Agreement, dated as of July 15, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”). Under the terms of the US Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and have agreed, consistent with the requirements of Section 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the US Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the US Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Additional Patent Collateral**”):

- A. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of such Patent registrations and pending applications; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. ***US Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Patent Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

[●]

By: _____

Name: [●]

Title: [●]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Schedule I

Patents

<u>Registered Owner</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>

Patent Applications

<u>Applicant</u>	<u>Patent Description</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>