

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2995398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
EP MINERALS, LLC	08/20/2014
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS SECOND LIEN AGENT
Street Address:	111 W. MONROE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	5878374
Patent Number:	8084392
Application Number:	13713324
Patent Number:	7445718
Application Number:	13416483
Patent Number:	8110526
Patent Number:	8435922
Patent Number:	6197201
Patent Number:	5603838
CORRESPONDENCE DATA	
Fax Number:	(312)558-5700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	LAURA KONRATH
Address Line 1:	35 W WACKER DRIVE
Address Line 2:	WINSTON & STRAWN LLP, SUITE 4200
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	13757-41

PATENT

NAME OF SUBMITTER:	LAURA KONRATH
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	08/25/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 8 source=EPMineralsPatSecAgreement(SecondLien)#page1.tif source=EPMineralsPatSecAgreement(SecondLien)#page2.tif source=EPMineralsPatSecAgreement(SecondLien)#page3.tif source=EPMineralsPatSecAgreement(SecondLien)#page4.tif source=EPMineralsPatSecAgreement(SecondLien)#page5.tif source=EPMineralsPatSecAgreement(SecondLien)#page6.tif source=EPMineralsPatSecAgreement(SecondLien)#page7.tif source=EPMineralsPatSecAgreement(SecondLien)#page8.tif	

PATENT SECURITY AGREEMENT, dated as of August 20, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of Montreal (“BMO”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Second Lien Administrative Agent”) for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 20, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among the Borrower, Parent, Holdings, the Lenders from time to time party thereto and BMO, as Second Lien Administrative Agent for the Lenders, the Lenders have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of August 20, 2014, in favor of the Second Lien Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Administrative Agent for the benefit of the Secured Parties, and grants to the Second Lien Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all Patents owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those identified on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that "Patent Collateral" shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement.

(a) The interest in the Patent Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

(b) The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Patents Collateral subject to a security interest hereunder.

Section 5. Authorization. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Patent Collateral.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest grated to the Second Lien Administrative Agent pursuant to this Patent Security Agreement are, prior to the Discharge of First Lien Obligations, expressly subordinated to those grated to the First Lien Administrative Agent pursuant to the First Lien Guaranty and Security Agreement and the exercise of any right or remedy by the Second Lien Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In

the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

EP MINERALS, LLC

By: Tammi Scott
Name: Tammi Scott
Title: Chief Financial Officer

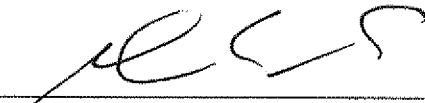
[Signature Page to Second Lien Patent Security Agreement]

ACCEPTED AND AGREED

as of the date first above written:

BANK OF MONTREAL

as Second Lien Administrative Agent

By: 

Name: Dan Weeks

Title: Its Duly Authorized Signatory

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

[see attached]

Patents

Title	Country	Application Number	Filing Date	Patent/ Publication Number	Issue Date	Status	Owner(s)
COMPUTER-CONTROLLED ELECTROMECHANICAL DEVICE FOR DETERMINING FILTRATION PARAMETERS OF A FILTER AID	U.S.	08826890	09-Apr-1997	5878374	02-Mar-1999	Granted	EP Minerals, LLC
CRYSTALLINE SILICA-FREE DIATOMACEOUS EARTH FILTER AIDS AND METHODS OF MANUFACTURING THE SAME	U.S.	12167836	03-Jul-2008	8084392	27-Dec-2011	Granted	EP Minerals, LLC
DIATOMACEOUS EARTH FILTER AID CONTAINING A LOW CRYSTALLINE SILICA CONTENT	U.S.	13713324	13-Dec-2012	20140171305		Pending	EP Minerals, LLC
REMOVAL OF ARSENIC FROM DRINKING AND PROCESS WATER	U.S.	10510526	30-Aug-2005	7445718	04-Nov-2008	Granted	EP Minerals, LLC The Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno
REMOVAL OF ARSENIC FROM DRINKING AND PROCESS WATER	U.S.	13416483	09-Mar-2012	—		Pending Unpublished child application of U.S. patent 7445718	EP Minerals, LLC The Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno

Patents Licensed To EP Minerals, LLC by The Board of Regents of the University and Community College System of Nevada

Title	Country	Application Number	Filing Date	Patent/ Publication Number	Issue Date	Status	Owner
ARSENIC ADSORBING COMPOSITION AND METHODS OF USE	U.S.	11735969	16-Apr-2007	8110526	07-Feb-2012	Granted	Board of Regents of the Nevada System of Higher Education, On Behalf of the University of Nevada, Reno, The
ARSENIC ADSORBING COMPOSITION AND METHODS OF USE	U.S.	13335636	22-Dec-2011	8435922	07-May-2013	Granted	The Board of Regents of the Nevada System of Higher Education, On Behalf of the University of Nevada, Reno
PROCESS FOR REMOVAL AND STABILIZATION OF ARSENIC AND SELENIUM FROM AQUEOUS STREAMS AND SLURRIES	U.S.	09124815	29-Jul-1998	6197201	06-Mar-2001	Granted	Community College System of Nevada, Board of Regents, of the, The
PROCESS FOR REMOVAL OF SELENIUM AND ARSENIC FROM AQUEOUS STREAMS	U.S.	08452034	26-May-1995	5603838	18-Feb-1997	Granted	The Board of Regents of the University and Community College Systems of Nevada