

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3141747

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SONNEBORN, LLC	12/10/2014
RECEIVING PARTY DATA		
Name:	MACQUARIE US TRADING LLC, AS COLLATERAL AGENT	
Street Address:	225 WEST WASHINGTON STREET, 21ST FLOOR	
Internal Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	D708951
	Patent Number:	6663931
	Patent Number:	5641740
	Patent Number:	5763371
CORRESPONDENCE DATA		
Fax Number:	(714)755-8290	
<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>		
Email:	ipdocket@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	650 TOWN CENTER DRIVE	
Address Line 2:	SUITE 2000	
Address Line 4:	COSTA MESA, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	047467-0035	
NAME OF SUBMITTER:	RHONDA DELEON	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	12/10/2014	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 10, 2014, by SONNEBORN, LLC, a Delaware limited liability company (the “Company” or the “Grantor”), in favor of MACQUARIE US TRADING LLC (“MT”), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SONNEBORN, LLC, a Delaware limited liability company, SONNEBORN DUTCH HOLDINGS B.V., a Dutch private company with limited liability, SONNEBORN REFINED PRODUCTS B.V., a Dutch private company with limited liability, SONNEBORN HOLDINGS L.P., a Cayman Islands exempted limited partnership, the Lenders party thereto, the Issuers party thereto, MT, as agent for the Lenders and the Issuers, ABN AMRO BANK N.V. as agent for the BV Revolving Credit Lenders and the BV Issuers, MT as agent for the Secured Parties under the Collateral Documents, MACQUARIE CAPITAL (USA) INC. (“Macquarie”) and BMO CAPITAL MARKETS CORP. (“BMO”) as Joint Lead Arrangers and Joint Bookrunners, and Macquarie and BMO as Syndication Agents, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make and continue their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Notice and Confirmation of Grant of Security Interest in Patent Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Grantor (the “Patent Collateral”):

(a) all of its Patents and all Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto; and

(b) all Proceeds of the foregoing.

Section 3. Security Agreement

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

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SONNEBORN, LLC,

as Grantor

By: 


Name: Todd Winblett

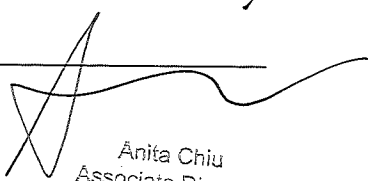
Title: Vice President - Controller

[Signature Page to Patent Security Agreement]

ACCEPTED and AGREED to as of the date first above written:

MACQUARIE US TRADING LLC,
as Collateral Agent

By: 
Name: **Ronald Jost**
Title: **Managing Director**

By: 
Name: _____
Title: _____
Anita Chiu
Associate Director

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

U.S. REGISTERED PATENTS, APPLICATIONS AND LICENSES

Patent Holder	Docket No	Country	Title	Application No and Filing Date	Patent No and Grant Date	EXPIRATION DATE
Sonneborn LLC	SONN-101-Design-US	US	Wax Packaging	29/449,423 15 MAR 2013	D.708,951 15 JUL 2014	15 JUL 2028
Sonneborn, LLC and Petro-Canada	SONN-5001-CON-US (0050PA-CON)	US	White Oil Extrusion Lubricant	09/876,659 07 JUN 2001	6,663,931 16 DEC 2003	28 JUL 2020
Sonneborn, LLC	SONN-5003-US (310US2)	US	Lubricating Oil Having Lubrication Condition Responsive Activity	08/561,147 21 NOV 1995	5,641,740 24 JUN 1997	21 NOV 2015
Sonneborn, LLC	SONN-5009-CONT2-US (1312USB)	US	Ethylene Compressor Lubricant Phosphate of a Monoglyceride or Diglyceride	08/733,541 18 OCT 1996	5,763,371 09 JUN 1998	26 JAN 2016