

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3444313

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RECOCHEM INC.	01/31/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GE CAPITAL CANADA FINANCE INC.	
<b>Street Address:</b>	123 FRONT ST. WEST	
<b>City:</b>	TORONTO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M5J 2M2	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	5643493
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(416)868-0673	
<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>		
<b>Phone:</b>	416-601-7852	
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<b>Correspondent Name:</b>	BOB NAKANO C/O MCCARTHY TETRAULT LLP	
<b>Address Line 1:</b>	BOX 48, SUITE 5300 66 WELLINGTON ST WEST	
<b>Address Line 4:</b>	TORONTO, CANADA M5K1E6	
<b>ATTORNEY DOCKET NUMBER:</b>	032329-473559	
<b>NAME OF SUBMITTER:</b>	BOB NAKANO	
<b>SIGNATURE:</b>	/Bob Nakano/	
<b>DATE SIGNED:</b>	07/17/2015	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 31, 2014, is made by Recochem Inc. (the "Grantor"), in favor of GE Capital Canada Finance Inc. ("GE Canada"), as Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SPCRC Acquisition Inc. as Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Canada, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guarantee and 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 L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Patent Collateral"):

- (a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to 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.

Section 3.      Guarantee and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5.      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 6.      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 laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

RECOCHEM INC.

By:



Name: SPIRO KONSTANTIS

Title: SECRETARY, TREASURER

Witness

I, ELIZABETH LABRIE, whose full post office address is 1155 PENELOPE

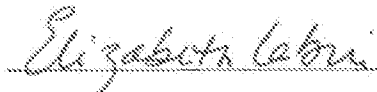
(name of witness)

LEVESQUE WEST, 40<sup>th</sup> FLOOR, MONTREAL, QC

(address of witness)

state that I was personally present and did see SPIRO KONSTANTIS who is personally known to me to be the person named in the Assignment, duly execute the same on the day and year set forth above.

\_\_\_\_\_



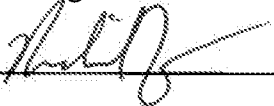
(signature of witness)

Date: JANUARY 31, 2014

[Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**GE CAPITAL CANADA FINANCE INC.**  
as Canadian Agent

By: 

Name:

Title:

**RICHARD ZENI**  
DULY AUTHORIZED SIGNATORY

[Patent Security Agreement]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

<u>Filed Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Publication No.</u>	<u>Title</u>	<u>Owner of Record</u>
Canada	2246443	18/02/1997	PCT/US1997/002429	13/05/2003	WO1997/033951	Coolant Inhibitor Concentrate / Concentre d'inhibiteur pour les fluides de refroidissement	Recochem Inc.
Australia	22746/97 Serial number 711374	18/02/1997	PCT/US1997/002429	27/01/2000	WO1997/033951	Coolant Inhibitor Concentrate	Recochem Inc.
Mexico	PA/a/1998/007443 Patent No. 202872	18/02/1997	PCT/US1997/002429	03/07/2001	WO1997/033951	Concentrado Inhibidor Refrigerante	Recochem Inc.
New Zealand	331357	18/02/1997	PCT/US1997/002429	10/09/1999	WO1997/033951	Coolant Inhibitor Concentrate	Recochem Inc.
United States	08/615,644 Patent No. 5,643,493	13/03/1996	PCT/US1997/002429	01/07/1997	WO1997/033951	Coolant Inhibitor Concentrate	Recochem Inc.