

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3886708

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
H.C. STARCK INC.		05/23/2016
RECEIVING PARTY DATA		
Name:	GLAS TRUST CORPORATION LIMITED, AS SECURITY AGENT FOR THE BENEFIT OF THE SENIOR SECURED PARTIES	
Street Address:	2, LONDON WALL BUILDINGS	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EX2M 5UU	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	7910051	
Application Number:	14834493	
Patent Number:	7354472	
Patent Number:	7056470	
Patent Number:	6586307	
Patent Number:	6562290	
Patent Number:	6079186	
Patent Number:	5882719	
Patent Number:	5743120	
Patent Number:	5676005	
Patent Number:	4957541	
Application Number:	13173412	
Application Number:	12915681	
Application Number:	12575753	
Application Number:	11576320	
Application Number:	11742607	
Application Number:	11542268	
Application Number:	11238366	
Application Number:	11216498	
Application Number:	11388107	

PATENT

Property Type	Number
Application Number:	10553841
Application Number:	10543579
Application Number:	10931203
Application Number:	10079286
Application Number:	10075709

CORRESPONDENCE DATA

Fax Number: (302)636-5454

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.

Phone: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CORPORATION SERVICE COMPANY

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	153268-005
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	05/24/2016

Total Attachments: 5

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Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 23, 2016 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Glas Trust Corporation Limited, as security agent (in such capacity, the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below). Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Security Agreement.

WHEREAS reference is made to (i) the Amended and Restated Senior Term and Revolving Facilities Agreement and Second Lien Facility Agreement, dated as of March 24, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), by and among OPUS HOLDCO S.À R.L. (the "Parent"), H.C. STARCK GMBH (the "Company"), H.C. STARCK and certain other subsidiaries party thereto as guarantors, the several banks and other financial institutions or entities from time to time (the "Senior Lenders"), GLOBAL LOAN AGENCY SERVICES LIMITED, as agent, GLAS TRUST CORPORATION LIMITED, as security agent (in such capacity, the "Security Agent"), and the other agents named therein and (ii) each Hedging Agreement (as defined in the Senior Facilities Agreement);

WHEREAS as required by the Senior Facilities Agreement, certain subsidiaries of Obligor as grantors are parties to that certain Amended and Restated Security Agreement, dated as of March 24, 2016, in favor of the Security Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Security Agent and have agreed pursuant to Sections 3.01 and 3.06 thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the benefit of the Senior Secured Parties a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Senior Secured Obligations:

(a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 1, and (ii) all reissues,

continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, the "Patents");

(b) any and all proceeds of the foregoing; provided any General Intangible, Investment Property or other such rights of a Grantor arising under any contract, lease, instrument, license or other document if (but only to the extent that) the grant of a security interest therein would (x) constitute a violation of a valid and enforceable restriction in respect of such General Intangible, Investment Property or other such rights in favor of a third party or under any Law, regulation, permit, order or decree of any Governmental Authority, unless and until all required consents shall have been obtained (for the avoidance of doubt, the restrictions described herein are not negative pledges or similar undertakings in favor of a lender or other financial counterparty) or (y) expressly give any other party in respect of any such contract, lease, instrument, license or other document, the right to terminate its obligations thereunder; provided, however, that the limitation set forth in clause above shall not affect, limit, restrict or impair the grant by a Grantor of a security interest pursuant to this Agreement in any such Collateral to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective by any applicable law, including the UCC.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Senior Facilities Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Senior Facilities Agreement, the provisions of the Security Agreement or the Senior Facilities Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

H.C. STARCK INC.

By: Robert K. Sahagian

Name: Robert K. Sahagian

Title: V.P. & Secretary

Schedule 1

PATENTS OWNED BY GRANTORS

U.S. Patent Registrations and U.S. Patent Applications

Our Ref.	Country	Application No.	Application date	Patent No.	Issued date	Status comments
STA-0268	United States of America	11/935099	05 Nov 2007	7910051	22 Mar 2011	
STA-0514	United States of America	14/834493	25 Aug 2015			Filing, Publication of Application 20150368754
	United States of America	10872998	21 Jun 2004	7354472	08 Apr 2008	
	United States of America	10498174	04 Oct 2004	7056470	06 Jun 2006	
	United States of America	10075701	14 Feb 2002	6586307	01 Jul 2003	
	United States of America	09932916	20 Aug 2001	6562290	13 May 2003	
	United States of America	08472596	07 Jun 1995	6079186	27 Jun 2000	
	United States of America	08764162	13 Dec 1996	5882719	16 Mar 1999	
	United States of America	08439525	12 May 1995	5743120	28 Apr 1998	
	United States of America	08622848	27 Mar 1996	5676005	14 Oct 1997	
	United States of America	07265498	01 Nov 1988	4957541	18 Sept 1990	
	United States of America	13173412	30 Jun 2011			Publication of Application 20110303535
	United States of America	12/915681	29 Oct 2010			Publication of Application 20110067524
	United States of America	12575753	08 Oct 2009			Publication of Application 20100196734
	United States of America	11576320	16 Jun 2007			Publication of Application 20080105082

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	United States of America	11742607	26 Jun 2007			Publication of Application 20080102304
	United States of America	11542268	03 Oct 2006			Publication of Application 20080081122
	United States of America	11238366	29 Sept 2005			Publication of Application 20070071985
	United States of America	11216498	31 Aug 2005			Publication of Application 20070044873
	United States of America	11388107	23 Mar 2006			Publication of Application 20060162822
	United States of America	10553841	23 Feb 2006			Publication of Application 20060151072
	United States of America	10543579	02 Feb 2006			Publication of Application 20060115372
	United States of America	10931203	31 Aug 2004			Publication of Application 20060042728
	United States of America	10079286	20 Feb 2002			Publication of Application 20020112789
	United States of America	10/075709	14 Feb 2002			Publication of Application 20020112955