

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4551616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TERM LOAN)
CONVEYING PARTY DATA	
Name	Execution Date
HUNTSMAN P&A AMERICAS LLC (SUCCESSOR-IN-INTEREST TO HUNTSMAN PIGMENTS AMERICAS LLC, ROCKWOOD PIGMENTS NA, LLC AND ROCKWOOD PIGMENTS NA, INC.)	08/08/2017
CHEMICAL SPECIALTIES LLC (SUCCESSOR-IN-INTEREST TO CHEMICAL SPECIALTIES, INC.)	08/08/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6596072
Patent Number:	5853476
Patent Number:	6562120
Patent Number:	6758893
Patent Number:	7186353
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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:	(650) 251-5094
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Correspondent Name:	LINDA NYBERG
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ATTORNEY DOCKET NUMBER:	509265/2044
NAME OF SUBMITTER:	J. JASON MULL

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/15/2017
Total Attachments: 5 source=Venator - Patent Security Agreement (Term Loan) (Execution Version)#page1.tif source=Venator - Patent Security Agreement (Term Loan) (Execution Version)#page2.tif source=Venator - Patent Security Agreement (Term Loan) (Execution Version)#page3.tif source=Venator - Patent Security Agreement (Term Loan) (Execution Version)#page4.tif source=Venator - Patent Security Agreement (Term Loan) (Execution Version)#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of August 8, 2017 by Huntsman P&A Americas LLC (successor-in-interest to Huntsman Pigments Americas LLC, Rockwood Pigments NA, LLC and Rockwood Pigments NA, Inc.) and Chemical Specialties LLC (successor-in-interest to Chemical Specialties, Inc.) (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Collateral Agreement dated as of August 8, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in, to and under any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

- (a) (x) all letters patent of the United States, including those listed on Schedule I, and all applications for letters patent of the United States, and (y) all IP Agreements under which a Grantor is an exclusive licensee of registered or applied-for Patents, including, in the case of both (x) and (y), those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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 the Grantors hereby acknowledge and affirm 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 of the Security Agreement. Delivery of an executed counterpart to this Patent Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.


SECTION 6. Governing Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

[Signature page follows]

IN WITNESS WHEREOF, each 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.

CHEMICAL SPECIALTIES LLC, as a Grantor

HUNTSMAN P&A AMERICAS LLC, as a Grantor

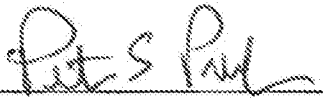
By: 

Name: Kurt D. Ogden

Title: Senior Vice President and Chief Financial
Officer

[Signature Page to Term Loan Patent Security Agreement]

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name:

Title: Peter S. Predun
Executive Director

[Signature Page to Term Loan Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Country	Title	Filing/Registration Date	Patent Number	Current Beneficial Owner	Grant Date
United States	Product and Method for Coloring Concrete	3/18/2002	6596072	Huntsman P&A Americas LLC	7/22/2003
United States	Process for coloring concrete using compacted inorganic granules	8/11/1997	5,853,476	Huntsman P&A Americas LLC	12/29/1998
United States	Granular Pigments	6/17/2002	6562120	Huntsman P&A Americas LLC	5/13/2003
United States	Granular Pigments Useful to Color Concrete	6/20/2002	6758893	Huntsman P&A Americas LLC	7/6/2004
United States	Alkaline earth or alkali metal salts for antifreeze, deicing,	12/12/2003	7186353	Chemical Specialties LLC	3/6/2007

EXCLUSIVE LICENSES OF REGISTERED OR APPLIED-FOR PATENTS

None.