

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4576976

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)	
CONVEYING PARTY DATA		
Name		Execution Date
BANK OF AMERICA, N.A., AS THE RESIGNING AGENT		08/31/2017
RECEIVING PARTY DATA		
Name:	PNC BANK, NATIONAL ASSOCIATION, AS THE SUCCESSOR AGENT	
Street Address:	500 FIRST AVENUE, 4TH FLOOR	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	9611155	
Patent Number:	6800264	
Patent Number:	6036935	
Patent Number:	5997838	
Patent Number:	5985234	
Application Number:	62307259	
Application Number:	15048472	
Application Number:	14852458	
CORRESPONDENCE DATA		
Fax Number:	(919)286-8199	
<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:	919 286-8000	
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com	
Correspondent Name:	MOORE & VAN ALLEN PLLC	
Address Line 1:	3015 CARRINGTON MILL BOULEVARD	
Address Line 2:	SUITE 400	
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	327000-027131	
NAME OF SUBMITTER:	JOHN SLAUGHTER	

SIGNATURE:	/john slaughter/
DATE SIGNED:	09/01/2017
Total Attachments: 6 source=Assignment of IP Security Interest#page1.tif source=Assignment of IP Security Interest#page2.tif source=Assignment of IP Security Interest#page3.tif source=Assignment of IP Security Interest#page4.tif source=Assignment of IP Security Interest#page5.tif source=Assignment of IP Security Interest#page6.tif	

NOTICE OF ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)

This **NOTICE OF ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)** ("Notice"), dated as of August 31, 2017, is entered into among BANK OF AMERICA, N.A. ("Bank of America"), as Administrative Agent, L/C Issuer and Swing Line Lender under the Credit Agreement (as defined below) (in such capacity, the "Resigning Agent"), and PNC BANK, NATIONAL ASSOCIATION, as the successor Administrative Agent ("Successor Agent") pursuant to the Agency Resignation Agreement (as defined below).

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 30, 2016 by and among USALCO, LLC, a Maryland limited liability company (the "Borrower"), DPA Investments, Inc., a Maryland corporation, the other Guarantors, the Lenders and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"), Bank of America, the Borrower, and the other Obligors thereto (collectively with the Borrower, the "Obligors") entered into the Amended and Restated Security and Pledge Agreement, dated as of September 30, 2016 (the "Security and Pledge Agreement") and Bank of America and the Borrower entered into each Notice of Grant of Security Interest in Patents and Notice of Grant of Security Interest in Trademarks identified on Schedule A attached hereto (the "IP Notices", together with the Credit Agreement and Security and Pledge Agreement, the "Agreements"), pursuant to each of which, the Obligors granted to Resigning Agent a security interest in and to certain collateral;

WHEREAS, the IP Notices were recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Agency Resignation, Appointment, and Assumption Agreement dated as of the same date hereof entered into among the Borrower, the Resigning Agent, and the Successor Agent (the "Agency Resignation Agreement"), the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as, Administrative Agent, and Successor Agent succeeded to and was vested with all of the rights, powers, responsibilities and duties of the Administrative Agent, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the Collateral Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and all Uniform Commercial Code financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, including the Agreements, as set forth in the Agency Resignation Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agreements or Agency Resignation Agreement, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Resignation Agreement, the Resigning Agent has ceased to be the Administrative Agent under the Agreements and is succeeded to and replaced by the Successor Agent as Administrative Agent under the Agreements and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the Collateral, including the Copyrights, Patents, and Trademarks, together with all attendant liens, rights, title, assignments and interests (including security interests) (including the foregoing granted pursuant to the Security and Pledge Agreement and the IP Notices), including in the Collateral identified on Schedule A attached hereto.

3. Novation. This Agreement shall in no way be construed as a novation of the Credit Agreement or the other Loan Documents. Nothing herein is intended to be or shall constitute a release, cancellation or extinguishment of the obligations, rights or duties of any party (except to the extent provided herein or in the Agency Resignation Agreement), but such obligations, rights and duties shall continue in full force and effect, as supplemented, modified and amended by this Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in the Collateral originally granted to the Resigning Agent under the Security and Pledge Agreement and the IP Notices, including in the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

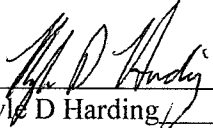
4. Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 11.14 and 11.15 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

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IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.,
as the Resigning Agent

By: 
Name: Kyle D Harding
Title: Assistant Vice President

SUCCESSOR AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as the Successor Agent

By: 

Name: Timothy M. Naylor

Title: Senior Vice President

Address:

PNC Bank, National Association
Attn: S. Chip Wallace
500 First Avenue, 4th FL
Pittsburgh, PA 15219

Schedule A

**Notice of Grant of Security Interest in Patents
Granted by USALCO, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded October 5, 2016 at Reel 040226 Frame 0098**

U.S. Patents

Patent Applications

Title	Appl. No.	Filing Date
PROCESS FOR PRODUCING ALUMINUM CHLOROHYDRATE PARTICLES	62307259	03/11/16
STABLE CONCENTRATED POLYALUMINUM CHLOROSILICATE SOLUTIONS	15048472 20160244345	02/19/16
METHOD FOR PRODUCTION OF ALUMINUM CHLORIDE DERIVATIVES	14852458 20160074873	09/11/15

**Notice of Grant of Security Interest in Patents
Granted by USALCO, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded December 23, 2014 at Reel 034697 Frame 0373**

Issued Patent

Title	Patent No.	Issue Date
STABLE SALT-FREE POLYALUMINUM CHLOROSULFATES	9611155	04/04/17

**Notice of Grant of Security Interest in Patents
Granted by USALCO, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded November 17, 2011 at Reel 027251 Frame 0960**

Issued Patents

Title	Patent No.	Issue Date
PROCESS FOR STABILIZING AQUEOUS ALUMINATE AND ZIRCONATE SOLUTIONS	6800264	10/05/04
POLYALUMINUM CHLORIDES AND POLYALUMINUM CHLOROSULFATES METHODS AND COMPOSITIONS	6036935	03/14/00
POLYALUMINUM CHLORIDES AND POLYALUMINUM CHLOROSULFATES METHODS AND COMPOSITIONS	5997838	12/07/99
POLYALUMINUM CHLORIDES AND POLYALUMINUM CHLOROSULFATES METHODS AND COMPOSITIONS	5985234	11/16/99

**Notice of Grant of Security Interest in Trademarks
Granted by USALCO, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded October 5, 2016 at Reel 5892 Frame 0686**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
NEUTRAL3+ -RG	5134519	01/31/17
NEUTRAL3+ -LA	5088167	11/22/16

Trademark Applications

Mark	Appl. No.	Filing Date
NEUTRAL3+ -FG	86810931	11/05/15
NEUTRAL3+ -L	86810889	11/05/15

**USALCO, LLC
(Maryland Limited Liability Company)**

**Notice of Grant of Security Interest in Trademarks
Granted by USALCO, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded December 23, 2014 at Reel 5426 Frame 0376**

Trademark Registrations

Mark	Reg. No.	Reg. Date
DELTA-FLOC and Design	4671543	01/13/15
DELTA-FLOC	4671542	01/13/15
DELPAC and Design	4671540	01/13/15
DELPAC	4671538	01/13/15
USALCO and Design	4671537	01/13/15
USALCO	4671536	01/13/15