### 504666142 12/01/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4712864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
THE CHEMOURS COMPANY FC, LLC	11/16/2017
THE CHEMOURS COMPANY TT, LLC	11/16/2017

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	270 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	

#### **PROPERTY NUMBERS Total: 27**

Property Type	Number
Application Number:	15323982
Application Number:	15504027
Application Number:	15506605
Application Number:	15506639
Application Number:	15517866
Application Number:	15532063
Application Number:	15544012
Application Number:	15546001
Application Number:	15546000
Application Number:	62537784
Application Number:	62547518
Application Number:	15690086
Application Number:	15554779
Application Number:	15699067
Application Number:	62556783
Application Number:	62556744
Application Number:	62565655
Application Number:	15723854
Application Number:	62564306

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Property Type	Number
Application Number:	15564306
Application Number:	62570422
Application Number:	62571472
Application Number:	62571460
Application Number:	15786199
Application Number:	62575728
Application Number:	15569404
Application Number:	15666770

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F174086	
NAME OF SUBMITTER: JORDANA DREYFUSS	
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	12/01/2017

#### **Total Attachments: 6**

source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif

> PATENT REEL: 044269 FRAME: 0560

PATENT SECURITY AGREEMENT dated as of November 16, 2017 (this "Agreement"), among THE CHEMOURS COMPANY, a Delaware corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, pledge and collaterally assign to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and 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 assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country or any political subdivision thereof, including, in the case of such Grantor, any of the United States patents and patent applications set forth under its name on Schedule I; and

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(b) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE CH	EMOURS COMPANY,
by	
N	ame: Alfsha Bellezza
T	ille: Treasurer
THE CHI	EMOURS COMPANY FC, LLC,
by	<u></u>
1	Vame: Álfsha Bellezza
7	Pitle: <b>Treasurer</b>
	IAN CHASE BANK, N.A., as rative Agent,
by	
N	ame:
Ti	tle:

[Signature Page to Patent Security Agreement]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE	CHEMOURS COMPANY,
by	
	Name: Title:
THE	CHEMOURS COMPANY FC, LLC,
by	
	Name: Title:
	RGAN CHASE BANK, N.A., as nistrative Agent.
by	
	Name: Peter S. Produn Title: Executive Director

## SCHEDULE I

# U.S. Patent Registrations

Title Application Filing Date   Owner			
i itie	Application No.	Filing Date	Owner
AZEOTROPIC AND AZEOTROPE-LIKE	15/323982	01/05/2017	THE CHEMOURS
COMPOSITIONS OF		01,00,411.	COMPANY FC, LLC
HFO-E-1,3,4,4,4-PENTAFLUORO-3-			
TRIFLUOROMETHYL-I-BUTENE AND			
USES THEREOF			
ETCH CUTTING SOLUTION FOR USE ON	15/504027	02/15/2017	THE CHEMOURS
GLASS SUBSTRATES			COMPANY FC, LLC
AZEOTROPIC AND AZEOTROPE-LIKE	15/506605	02/24/2017	THE CHEMOURS
COMPOSITIONS COMPRISING Z-			COMPANY FC, LLC
1,1,1,4,4,4-HEXAFLUORO-2-BUTENE			-,
AND METHYL PERFLUOROPROPYL			
ETHER			
USE OF (2E)-1,1,1,4,5,5,5-HEPTAFLUORO-	15/506639	02/24/2017	THE CHEMOURS
4-(TRIFLUOROMETHYL)PENT-2-ENE IN			COMPANY FC, LLC
HIGH TEMPERATURE HEAT PUMPS			
USE OF (2E)-1,1,1,4,5,5,5-HEPTAFLUORO-	15/517866	04/07/2017	THE CHEMOURS
4-(TRIFLUOROMETHYL)PENT-2-ENE IN			COMPANY FC. LLC
POWER CYCLES			
HFO-1234ZE COPOLYMERS	15/532063	05/31/2017	THE CHEMOURS
			COMPANY FC, LLC
AQUEOUS CORROSION RESISTANT	15/544012	07/16/2017	THE CHEMOURS
COATINGS WITH SURFACE-			COMPANY TT, LLC
HYDROPHOBIC INORGANIC PARTICLES			
COMPOSITIONS COMPRISING E-	15/546001	07/24/2017	THE CHEMOURS
1,1,1,4,4,4-HEXAFLUORO-2-BUTENE			COMPANY FC, LLC
AND USES THEREOF			·
COMPOSITIONS COMPRISING Z-	15/546000	07/24/2017	THE CHEMOURS
1,1,1,4,4,4-HEXAFLUORO-2-BUTENE			COMPANY FC, LLC
AND USES THEREOF			-
AZEOTROPIC COMPOSITIONS	62/537784	07/27/2017	THE CHEMOURS
COMPRISING HYDROGEN FLUORIDE			COMPANY FC, LLC
AND FLUOROCARBONS			·
PROCESS FOR PREPARING (Z)-	62/537784	07/27/2017	THE CHEMOURS
1,1,1,4,4,4-HEXAFLUORO-2-BUTENE			COMPANY FC, LLC
SELECTIVE CATALYTICAL	15/666770	08/02/2017	THE CHEMOURS
DEHYDROCHLORINATION OF			COMPANY FC, LLC
HYDROCHLOROFLUOROCARBONS			,
COMPOSITIONS AND USES OF Z-1-	62/547518	08/18/2017	THE CHEMOURS
CHLORO-2,3,3,3-TETRAFLUOROPROP-1-			COMPANY FC, LLC
ENE			,
EPOXIDE AND FLUORINATED EPOXIDE	15/690086	08/29/2017	THE CHEMOURS
STABILIZERS FOR FLUOROOLEFINS			COMPANY FC, LLC
AZEOTROPIC AND AZEOTROPE-LIKE	15/554779	08/31/2017	THE CHEMOURS
COMPOSITIONS OF Z-1-CHLORO-3,3,3-			COMPANY FC, LLC

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**RECORDED: 12/01/2017** 

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