

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4895543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA	
Name	Execution Date
PRINCE ERACHEM INC.	03/29/2018
PRINCE MINERALS LLC	03/29/2018
PRINCE ENERGY LLC (FORMERLY GRINDING AND SIZING COMPANY LLC)	03/29/2018

RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282

PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	14690709
Patent Number:	9048494
Patent Number:	8790613
Application Number:	15415239
Application Number:	15315282
Patent Number:	6365639
Patent Number:	6914081
Patent Number:	6906010
Patent Number:	6825152
Patent Number:	6399545

CORRESPONDENCE DATA	
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<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>	
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Address Line 4:	WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045-98114
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NAME OF SUBMITTER:	KRISTIN L. YOHANNAN
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SIGNATURE:	/s/ Kristin L. Yohannan
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DATE SIGNED:	04/02/2018
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Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of March 29, 2018, between **PRINCE ERACHEM INC.**, a Maryland corporation (“**PEI**”), **PRINCE MINERALS LLC**, a Delaware limited liability company (“**Prince Minerals**”) and **PRINCE ENERGY LLC**, a Delaware limited liability company (“**Prince Energy**”, and together with PEI and Prince Minerals, each a “**Grantor**”, and collectively, the “**Grantors**”), and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent.

WHEREAS, the Grantors own, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, ASP PRINCE MERGER SUB, INC., a Delaware corporation, ASP PRINCE FINANCING MERGER SUB I, INC., a Delaware corporation, ASP PRINCE FINANCING MERGER SUB II, INC., a Maryland corporation, PMHC II, INC., a Delaware corporation (following the consummation of the Acquisition, the “**Borrower Representative**”), PRINCE INTERNATIONAL CORPORATION, a Delaware corporation (“**PIC**”), PRINCE ERACHEM INC., a Maryland corporation (“**PEI**”, and, together with the Borrower Representative and PIC, the “**Borrowers**”), ASP PRINCE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“**Holdings**”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of March 29, 2018 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of March 29, 2018 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**First Lien Security Agreement**”), among the Borrower Representative, the Borrowers, Holdings, the other Grantors party thereto and Goldman Sachs Lending Partners LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this First Lien Patent Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantors hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantors’ rights, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the respective Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

- (ii) each Patent License constituting Recordable Intellectual Property to which the respective Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

Upon any termination or release of the Patent Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the First Lien Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this First Lien Patent Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Grantors have caused this First Lien Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PRINCE ERACHEM INC.

PRINCE MINERALS LLC

PRINCE ENERGY LLC

By: _____


Name: J. Willson Ropp
Title: President

SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT (PROJECT EMPIRE)

**Schedule 1
to First Lien Patent Security Agreement**

PATENTS

App Serial No.	Grantor	Title	Pat No.	Date Filed	Date Issued
14/690,709	PRINCE ERACHEM INC.	Method of Producing Electrolytic Manganese Dioxide with High Compact Density and Electrolytic Manganese Dioxide Produced Therefrom		4/20/15	
13/192,936	PRINCE ERACHEM INC.	Electrolytic Manganese Dioxide Improved for Tool Wear Reduction	9,048,494	7/28/11	6/2/15
13/034,101	PRINCE ERACHEM INC.	Treated electrolytic manganese dioxide and method for its production	8,790,613	2/24/11	7/29/14
15/415,239	PRINCE MINERALS LLC	Ceramic Refractory Coatings		1/25/17	
15/315,282	PRINCE MINERALS LLC	Glass Composite Suitable for Providing a Protective Coating on Untreated Substrates		11/30/2016	
09/478,425	PRINCE ENERGY LLC	Rheology-Modified Compositions Exhibit Stress-Dependent Fluidity, Modification Agents Therefor, And Methods For Making Same	6365639	1/6/00	4/2/02
09/936,061	PRINCE ENERGY LLC	Rheology-Modified Compositions and Modification Agents	6914081	1/5/01	7/5/05
10/419,769	PRINCE ENERGY LLC	Additives for Preparing Rheology-Modified Aqueous Fluids	6906010	4/21/03	6/7/11
09/805,316*	GRINDING AND SIZING COMPANY LLC	Method for Creating Dense Drilling Fluid Additive and Composition Therefor	6825152	3/13/01	11/30/04
09/359,489*	GRINDING AND SIZING COMPANY LLC	Method and Composition of Drilling with Fluid Including Additive	6399545	7/23/99	6/4/02

* NTD: Current ownership listed as Grinding and Sizing Company LLC. Company to file name change to Prince Energy LLC.