PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4860465

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | |
|-----------------------|---|--|--|--|--|
| NATURE OF CONVEYANCE: | FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT | | | | |
| SEQUENCE: | 1 | | | | |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------------|----------------|
| EAGLEPICHER TECHNOLOGIES, LLC | 03/08/2018 |

RECEIVING PARTY DATA

| Name: | JEFFERIES FINANCE LLC |
|-----------------|-----------------------|
| Street Address: | 520 Madison Avenue |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |

PROPERTY NUMBERS Total: 63

| Property Type | Number |
|----------------|---------|
| Patent Number: | 9455703 |
| Patent Number: | 9548497 |
| Patent Number: | 9306223 |
| Patent Number: | 8374311 |
| Patent Number: | 9244132 |
| Patent Number: | 8669007 |
| Patent Number: | 8663825 |
| Patent Number: | 8638061 |
| Patent Number: | RE46156 |
| Patent Number: | 8652674 |
| Patent Number: | 8394520 |
| Patent Number: | 8440342 |
| Patent Number: | 8623553 |
| Patent Number: | 8997875 |
| Patent Number: | 8925461 |
| Patent Number: | 9184451 |
| Patent Number: | 9190642 |
| Patent Number: | 9023518 |
| Patent Number: | 9531199 |
| | |

PATENT REEL: 045545 FRAME: 0508

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| Property Type | Number |
|---------------------|----------|
| Patent Number: | 7190147 |
| Patent Number: | 7826197 |
| Patent Number: | 8252461 |
| Patent Number: | 7176806 |
| Patent Number: | 7482941 |
| Patent Number: | 7868777 |
| Patent Number: | 8044814 |
| Patent Number: | 8052764 |
| Patent Number: | 7875088 |
| Patent Number: | 8001677 |
| Patent Number: | 8603658 |
| Patent Number: | 7545147 |
| Patent Number: | 8570046 |
| Patent Number: | 7928691 |
| Patent Number: | 7821230 |
| Patent Number: | 7871447 |
| Patent Number: | 7926169 |
| Patent Number: | 6475662 |
| Patent Number: | 7825629 |
| Patent Number: | 6193871 |
| Patent Number: | 6376944 |
| Patent Number: | 6016048 |
| Patent Number: | 6518726 |
| Patent Number: | 8048557 |
| Patent Number: | 6207318 |
| Patent Number: | 9455447 |
| Patent Number: | 6756766 |
| Patent Number: | 7504177 |
| Patent Number: | 6852446 |
| Patent Number: | 8003242 |
| Patent Number: | 9647276 |
| Patent Number: | 9735434 |
| Patent Number: | 8427098 |
| Patent Number: | 9882243 |
| Patent Number: | 9893383 |
| Application Number: | 14958298 |
| Application Number: | 14054454 |
| Application Number: | 13839824 |

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13748033 |
| Application Number: | 13790346 |
| Application Number: | 14730590 |
| Application Number: | 14887992 |
| Application Number: | 15289099 |
| Application Number: | 62472522 |

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: 800-494-5225

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Correspondent Name: STEWART WALSH

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: | F175929 PAT 1L |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | EMILY OHANNESSIAN |
| SIGNATURE: | /EMILY OHANNESSIAN/ |
| DATE SIGNED: | 03/09/2018 |

Total Attachments: 14

source=EaglePicher - First Lien IP Security Agreement pATENT#page2.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page3.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page4.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page5.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page6.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page7.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page8.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page9.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page10.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page11.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page12.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page13.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page13.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page14.tif source=EaglePicher - First Lien IP Security Agreement pATENT#page15.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>IP Security Agreement</u>") dated March 8, 2018, is among the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") and JEFFERIES FINANCE LLC, as collateral agent (in such capacity, the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EPV MERGER SUB, INC., a Delaware corporation ("MergerSub"), immediately upon consummation of the Merger (as defined in the Credit Agreement (as defined below)), VECTRA CO., a Delaware corporation ("Vectra" and together with MergerSub, the "Borrower"), and EPV BUYER, INC., a Delaware corporation ("Holdings"), have entered into the First Lien Credit Agreement dated as of March 8, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and JEFFERIES FINANCE LLC, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of March 8, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

- Section 1. <u>Grant of Security</u>. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "<u>Collateral</u>"):
 - (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");
 - (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in <u>Schedule B</u> hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest

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therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "<u>Trademark Collateral</u>");

- (iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in <u>Schedule C</u> hereto (the "Copyright Collateral");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

<u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

- Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.
- Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.
- Section 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the

terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

- (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW
- (b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT. ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.
- (c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- (d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

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(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VECTRA CO.
EAGLEPICHER TECHNOLOGIES, LLC
DUKE FINANCE SUBSIDIARY HOLDINGS, LLC.

Name: Gordon Walker

Title: President and Chief Executive Officer

REEL: 045545 FRAME: 0515

JEFFERIES FINANCE LLC,

as Collateral Agent

By: ___

Name: Title:

Managing Director

SCHEDULE A

Patents, Trademarks and Copyrights

U.S. Issued Patents

| Title | App. No. | App. Date | Patent Number | Grant Date | Owner |
|--|----------|--------------------|------------------|----------------------|-------------------------------------|
| FET ARRAY BYPASS MODULE | 14538196 | November 11, 2014 | 9455703 | September 27, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| LAYERED COMPOSITE CURRENT COLLECTOR WITH PLURALITY OF OPENINGS, METHODS OF MANUFACTURE THEREOF, AND ARTICLES INCLUDING THE SAME | 13157981 | June 10, 2011 | 9548497 | January 17, 2017 | EAGLEPICHER TECHNOLOGIES, LLC |
| ELECTROLYTE MATERIALS, THERMAL BATTERY COMPONENTS, AND THERMAL BATTERIES FOR INTERMEDIATE TEMPERATURE APPLICATIONS | 13240350 | September 22, 2011 | 9306223 | April 5, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR VERIFYING THE CORRECT ORDERING OF A STACK OF COMPONENTS | 12755177 | April 6, 2010 | 8374311 | February 12, 2013 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEMS AND METHODS FOR DETERMINING BATTERY STATE-OF- HEALTH | 13588580 | August 17, 2012 | 9244132 | January 26, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| NON-AQUEOUS CELL HAVING AMORPHOUS OR SEMI-CRYSTALLINE COPPER MANGANESE OXIDE CATHODE MATERIAL | 12614667 | November 9, 2009 | 8669007 | March 11, 2014 | EAGLEPICHER TECHNOLOGIES, LLC |
| END OF LIFE INDICATION SYSTEM AND METHOD FOR NON-AQUEOUS CELL HAVING AMORPHOUS OR SEMI-CRYSTALLINE COPPER MANGANESE OXIDE CATHODE MATERIAL | 12718743 | March 5, 2010 | 8663825 | March 4, 2014 | EAGLEPICHER TECHNOLOGIES, LLC |

| Title | App. No. | App. Date | Patent Number | Grant Date | Owner |
|---|----------|--------------------|------------------|----------------------|---|
| HYBRID ENERGY STORAGE SYSTEM, RENEWABLE ENERGY SYSTEM INCLUDING THE STORAGE SYSTEM AND METHOD OF USING SAME | 13836809 | March 15, 2013 | 8638061 | January 28, 2014 | EAGLEPICHER TECHNOLOGIES, LLC |
| HYBRID ENERGY STORAGE SYSTEM, RENEWABLE ENERGY SYSTEM INCLUDING THE STORAGE SYSTEM AND METHOD OF USING SAME | 14694682 | April 23, 2015 | RE46156 | September 20, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| THERMAL BATTERY CATHODE MATERIALS CONTAINING NICKEL DISULFIDE AND BATTERIES INCLUDING SAME | 13161614 | June 16, 2011 | 8652674 | February 18, 2014 | EAGLEPICHER TECHNOLOGIES, LLC |
| THERMAL BATTERY ELECTROLYTE MATERIALS, ELECTRODE- ELECTROLYTE COMPOSITES, AND BATTERIES INCLUDING SAME | 12754405 | April 5, 2010 | 8394520 | March 12, 2013 | EAGLEPICHER TECHNOLOGIES, LLC |
| THERMAL BATTERY CATHODE MATERIALS AND BATTERIES INCLUDING SAME | 12754417 | April 5, 2010 | 8440342 | May 14, 2013 | EAGLEPICHER TECHNOLOGIES, LLC |
| NON-AQUEOUS ELECTROCHEMICAL CELL HAVING A MIXTURE OF AT LEAST THREE CATHODE MATERIALS THEREIN | 12725872 | March 17, 2010 | 8623553 | January 7, 2014 | EAGLEPICHER TECHNOLOGIES, LLC |
| RESERVE BATTERY TO PROVIDE POWER FOR SUBSEA APPLICATIONS | 13735480 | January 7, 2013 | 8997875 | April 7, 2015 | EAGLEPICHER TECHNOLOGIES, LLC; CAMERON INTERNATIONAL CORPORATION |
| LOW PROFILE IGNITER | 13472027 | May 15, 2012 | 8925461 | January 6, 2015 | EAGLEPICHER TECHNOLOGIES, LLC |
| POWER SUPPLY APPARATUS WITH RESERVE BATTERY MODULES AND METHOD FOR PROVIDING BACKUP POWER | 13760746 | February 6, 2013 | 9184451 | November 10, 2015 | EAGLEPICHER TECHNOLOGIES, LLC and Cameron International Corporation |
| CONTOURED BATTERY CASE BASED ON CELL SHAPES | 13909510 | June 4, 2013 | 9190642 | November 17, 2015 | EAGLEPICHER TECHNOLOGIES, LLC |

| Title | App. No. | App. Date | Patent Number | Grant Date | Owner |
|--|----------|----------------------|------------------|----------------------|-------------------------------------|
| LITHIUM-SULFUR BATTERY WITH PERFORMANCE ENHANCED ADDITIVES | 13617858 | September 14, 2012 | 9023518 | May 5, 2015 | EAGLEPICHER TECHNOLOGIES, LLC |
| UNDERWATER CHARGING STATION | 13961405 | August 7, 2013 | 9531199 | December 27, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| BATTERY WITH COMPLETE DISCHARGE DEVICE | 10792367 | March 3, 2004 | 7190147 | March 13, 2007 | EAGLEPICHER TECHNOLOGIES, LLC |
| MODULAR ENERGY STORAGE DEVICE AND METHOD OF MAKING THE SAME | 11934747 | November 3, 2007 | 7826197 | November 2, 2010 | EAGLEPICHER TECHNOLOGIES, LLC |
| LITHIUM-SULFUR BATTERY AND CATHODE THEREFORE | 12396118 | March 2, 2009 | 8252461 | August 28, 2012 | EAGLEPICHER TECHNOLOGIES, LLC |
| PHYSICAL KEY TO FACILITATE AN INACTIVE MODE FOR A STATE-OF-CHARGE INDICATOR WITHIN A BATTERY | 10906515 | February 23, 2005 | 7176806 | February 13, 2007 | EAGLEPICHER TECHNOLOGIES, LLC |
| PHYSICAL KEY TO FACILITATE AN INACTIVE MODE FOR A STATE-OF-CHARGE INDICATOR WITHIN A BATTERY | 11674515 | February 13, 2007 | 7482941 | January 27, 2009 | EAGLEPICHER TECHNOLOGIES, LLC |
| PHYSICAL KEY TO FACILITATE AN INACTIVE MODE STATE- OF-CHARGE INDICATOR WITHIN A BATTERY | 12345048 | December 29, 2008 | 7868777 | January 11, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| PHYSICAL KEY TO FACILITATE AN INACTIVE MODE FOR A STATE-OF-CHARGE INDICATOR WITHIN A BATTERY | 12960016 | December 3, 2010 | 8044814 | October 25, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR MANUFACTURING A THERMAL BATTERY | 11670890 | February 2, 2007 | 8052764 | November 8, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| AUTOMATED TRACKING AND STORAGE SYSTEM FOR USE WITH AN AUTOMATED THERMAL BATTERY MANUFACTURING SYSTEM | 11670901 | February 2, 2007 | 7875088 | January 25, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |

| Title | App. No. | App. Date | Patent Number | Grant Date | Owner |
|--|----------|---------------------|------------------|----------------------|-------------------------------------|
| AUTOMATED TRACKING AND STORAGE SYSTEM FOR USE WITH AN AUTOMATED THERMAL BATTERY MANUFACTURING SYSTEM | 12969002 | December 15, 2010 | 8001677 | August 23, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| ACTIVATION MECHANISM FOR A RESERVE BATTERY CELL | 12762014 | April 16, 2010 | 8603658 | December 10, 2013 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR NONDESTRUCTIVE TESTING OF THERMAL BATTERIES | 11162061 | August 26, 2005 | 7545147 | June 9, 2009 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR NONDESTRUCTIVE TESTING OF THERMAL BATTERIES | 12432592 | April 29, 2009 | 8570046 | October 29, 2013 | EAGLEPICHER TECHNOLOGIES, LLC |
| METHOD AND SYSTEM FOR CELL EQUALIZATION WITH ISOLATED CHARGING SOURCES | 11163668 | October 26, 2005 | 7928691 | April 19, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| METHOD AND SYSTEM FOR CELL EQUALIZATION WITH SWITCHED CHARGING SOURCES | 12498210 | July 6, 2009 | 7821230 | October 26, 2010 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR MANUFACTURING A THERMAL BATTERY | 11670856 | February 2, 2007 | 7871447 | January 18, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| SYSTEM AND METHOD FOR MANUFACTURING A THERMAL BATTERY | 12965081 | December 10, 2010 | 7926169 | April 19, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| THERMAL BATTERY | 09587444 | June 5, 2000 | 6475662 | November 5, 2002 | EAGLEPICHER TECHNOLOGIES, LLC |
| METHOD AND SYSTEM FOR CELL EQUALIZATION WITH CHARGING SOURCES AND SHUNT REGULATORS | 12497372 | July 2, 2009 | 7825629 | November 2, 2010 | EAGLEPICHER TECHNOLOGIES, LLC |
| PROCESS OF FORMING A NICKEL ELECTRODE | 09208132 | December 9, 1998 | 6193871 | February 27, 2001 | EAGLEPICHER TECHNOLOGIES, LLC |
| ELECTRICAL POWER GENERATOR | 09613890 | July 11, 2000 | 6376944 | April 23, 2002 | EAGLEPICHER TECHNOLOGIES, LLC |
| TEMPERATURE COMPENSATED BATTERY CHARGER SYSTEM | 09109961 | July 2, 1998 | 6016048 | January 18, 2000 | EAGLEPICHER TECHNOLOGIES, LLC |
| BATTERY CHARGER AND CHARGE CONTROL SYSTEM | 10051402 | January 18, 2002 | 6518726 | February 11, 2003 | EAGLEPICHER TECHNOLOGIES, LLC |

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| Title | App. No. | App. Date | Patent Number | Grant Date | Owner |
|--|------------|---------------------|------------------|---------------------|---------------------------------------|
| ELECTROCHEMICAL DEVICE | 12023573 | January 31, 2008 | 8048557 | November 1, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| ELECTROCHEMICAL BATTERIES WITH RESTRICTED LIQUID ELECTROLYTE VOLUME | 09102436 | June 22, 1998 | 6207318 | March 27, 2001 | Bluestar Advanced Technology Corp. |
| LITHIUM-SULFUR BATTERY AND METHODS OF PREVENTING INSOLUBLE SOLID LITHIUM-POLYSULFIDE DEPOSITION | 14038337 | September 26, 2013 | 9455447 | September 27, 2016 | EAGLEPICHER TECHNOLOGIES, LLC |
| AUTOCLAVABLE BATTERY PACK | 10287727 | November 4, 2002 | 6756766 | June 29, 2004 | EAGLEPICHER TECHNOLOGIES, LLC |
| RESERVE BATTERY WITH SET BACK MECHANISM FOR DELAYED BATTERY ACTIVATION | 10924000 | August 23, 2004 | 7504177 | March 17, 2009 | EAGLEPICHER TECHNOLOGIES, LLC |
| NON-AQUEOUS ELECTROLYTES FOR LITHIUM ELECTROCHEMICAL CELLS | 10289784 | November 7, 2002 | 6852446 | February 8, 2005 | EAGLEPICHER TECHNOLOGIES, LLC |
| LIQUID RETAINING PRESSURE RELIEF VALVE FOR BATTERY CELLS | 11085714 | March 18, 2005 | 8003242 | August 23, 2011 | EAGLEPICHER TECHNOLOGIES, LLC |
| ACTIVATION MECHANISM FOR A RESERVE BATTERY CELL | 14033838 | September 23, 2013 | 9647276 | May 9, 2017 | EAGLEPICHER TECHNOLOGIES, LLC |
| CERAMIC ENCLOSED THERMAL BATTERY | 13738511 | January 10, 2013 | 9735434 | August 15, 2017 | EAGLEPICHER TECHNOLOGIES, LLC |
| Hybrid energy storage system, renewable energy system including the storage system, and method of using same | 12/752675 | 01-Apr- 2010 | 8427098 | 23-Apr- 2013 | EaglePicher Technologies, LLC |
| LITHIUM-SULFUR BATTERY AND METHODS OF REDUCING INSOLUBLE SOLID LITHIUM-POLYSULFIDE DEPOSITION | 14037993 | 26-Sep- 2013 | 9882243 | 30-Jun- 2018 | EaglePicher Technologies, LLC |
| ALKALI METAL HALIDE CELLS | 14/656,669 | 12-Mar- 2015 | 9893383 | Feb 13, 2018 | EaglePicher Technologies, LLC |

U.S. Patent Applications

| Title | App. No. | App. Date | Status | Owner |
|--|----------|---------------------|--|-------------------------------|
| BATTERY HAVING HIGH THERMAL CONDUCTIVITY CASE | 14958298 | December 3, 2015 | Pending -under Examination | EaglePicher Technologies, LLC |
| HIGH ENERGY DENSITY NON- AQUEOUS ELECTROCHEMICAL CELL WITH EXTENDED OPERATING TEMPERATURE WINDOW | 14054454 | October 15, 2013 | Allowed | EaglePicher Technologies, LLC |
| WOUND THERMAL BATTERIES AND METHODS OF MANUFACTURING THE SAME | 13839824 | March 15, 2013 | Pending - under Examination | EaglePicher Technologies, LLC |
| WELDING ALONG A SEAM USING A MULTIPLE-POINT ALIGNMENT METHOD | 13748033 | January 23, 2013 | Pending - under Examination | EaglePicher Technologies, LLC |
| LI-SI-SN ALLOY, ANODE MATERIAL OF THE ALLOY, AND BATTERIES INCLUDING SAME | 13790346 | March 8, 2013 | Pending - under Examination | EaglePicher Technologies, LLC |
| AN ELECTROLYTE, A BATTERY INCLUDING THE SAME, AND METHODS OF REDUCING ELECTROLYTE FLAMMABILITY | 14730590 | June 4, 2015 | Pending - under Examination | EaglePicher Technologies, LLC |
| THERMAL BATTERY AND METHODS OF ACTIVATION | 14887992 | October 20, 2015 | Pending - not yet examined | EaglePicher Technologies, LLC |
| METHODS FOR MANUFACTURING PYROTECHNIC MATERIAL FOR THERMAL BATTERIES | 15289099 | October 7, 2016 | Pending - under Examination | EaglePicher Technologies, LLC |
| Implantable Electrochemical Cell | 62472522 | March 16, 2017 | Pending - Non- Provisional not yet filed | EaglePicher Technologies, LLC |

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SCHEDULE B

U.S. Trademarks

| Trademark | Serial No. | Filing Date | Registrat | Registration Dated | Owner |
|------------------|---------------|---------------------|-----------|-----------------------|--|
| POWERPYR AMID | 867214 21 | August 11, 2015 | 5202598 | May 16, 2017 | EaglePicher Technologies, LLC |
| EAGLEPICH ER | 854882 19 | December 6, 2011 | 4297182 | March 5, 2013 | EaglePicher Technologies, LLC |
| CONTEGO | 770355 19 | November 2, 2006 | 3402478 | March 25, 2008 | EaglePicher Technologies, LLC |
| KEEPER | 732710 17 | July 21, 1980 | 1179937 | December 1, 1981 | EaglePicher Technologies, LLC |
| CAREFREE | 723985 77 | July 28,1971 | 953058 | February 13, 1973 | EaglePicher Technologies, LLC |
| VECTRA | 868152 97 | November 10, 2015 | 5346813 | November 28, 2017 | Duke Finance Subsidiary Holdings, LLC |
| OMG | 744350 00 | September 13, 1993 | 1873473 | January 17, 1995 | Duke Finance Subsidiary Holdings, LLC |

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SCHEDULE C

U.S. Copyrights

| Title | Registration No. | Registration Date | Current Owner of Record |
|--|------------------|-------------------|----------------------------------|
| #321 cork | GP113482 | _ | EaglePicher Technologies, LLC |
| #372 zebra | GP113484 | _ | EaglePicher Technologies, LLC |
| #375 western cedar | GP115230 | _ | EaglePicher Technologies, LLC |
| #379 herringbone | GP113483 | _ | EaglePicher Technologies, LLC |
| Eagle-Picher giant paint color samples | KK75119 | _ | EaglePicher Technologies, LLC |

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RECORDED: 03/09/2018