

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5032972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AMAZON ENVIRONMENTAL, INC.	06/29/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	
<b>Street Address:</b>	199 BAY STREET	
<b>Internal Address:</b>	4TH FLOOR, COMMERCE COURT WEST	
<b>City:</b>	TORONTO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M5L 1A2	
<b>PROPERTY NUMBERS Total: 3</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	5496404
	Patent Number:	6162164
	Patent Number:	6685771
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	emily.klump@clarivate.com	
<b>Correspondent Name:</b>	NANCY A. ZARAZUA	
<b>Address Line 1:</b>	111 WEST MONROE STREET	
<b>Address Line 2:</b>	CHAPMAN AND CUTLER LLP	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603	
<b>NAME OF SUBMITTER:</b>	EMILY KLUMP	
<b>SIGNATURE:</b>	/Emily Klump/	
<b>DATE SIGNED:</b>	07/02/2018	
<b>Total Attachments: 9</b>		
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Amazon Environmental, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 29, 2018

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce, as Agent

Internal Address: 4th Floor, Commerce Court West

Street Address: 199 Bay Street

City: Toronto

State: ON

Country: Canada Zip: M5L 1a2

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: zarazua@chapman.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Nancy A. Zarazua  
Signature

July 2, 2018  
Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated June 29, 2018, is made by Amazon Environmental, Inc., a California corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent hereunder for the Lender Parties (as defined in the Security Agreement referred to below) (CIBC acting as such administrative agent and any successor or successors to CIBC acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a General Security Agreement dated as of June 29, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Secured Creditors, a security interest in, among other property, certain Intellectual Property Collateral of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States Patent Collateral set forth in Schedule A hereto (the "Patents");
- (b) the United States Trademark Collateral set forth in Schedule B hereto, (the "Trademarks or Service Marks");
- (c) all Copyright Collateral set forth in Schedule C hereto (the "Copyrights");
- (d) 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 the Grantor accruing thereunder or pertaining thereto;
- (e) 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

- (f) 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.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the 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 that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. 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 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

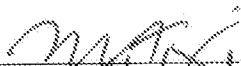
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMAZON ENVIRONMENTAL, INC., as Grantor

By:

Name:

Title:

  
Michael Tringali  
CFO

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By:

Name:

Title:

By:

Name:

Title:

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

AMAZON ENVIRONMENTAL, INC., as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Timothy Samis**  
**AUTHORIZED SIGNATORY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Stephen Smaluck**  
**Authorized Signatory**

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

	<b>HOLDER</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>STATUS</b>	<b>PATENT NO.</b>
1.	Amazon Environmental, Inc.	United States	Process of recycling paint waste	Issued	5496404
2.	Amazon Environmental, Inc.	United States	Process of recycling a liquid waste	Issued	6162164
3.	Amazon Environmental, Inc.	United States	Introducing an additive to Portland cement	Issued	6685771



II. PATENT APPLICATIONS

None

Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

None

II. TRADEMARK APPLICATIONS

None

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None

II. COPYRIGHT APPLICATIONS

None

III. COPYRIGHT LICENSES

None