

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5197256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEMASKA LITHIUM INC.	08/22/2018
RECEIVING PARTY DATA	
Name:	NORDIC TRUSTEE AS, AS SECURITY TRUSTEE
Street Address:	HAAKON VII GATE 1, N-0161
City:	OSLO
State/Country:	NORWAY
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	9382126
Patent Number:	9890053
Application Number:	15861587
Application Number:	15755507
Patent Number:	9677181
Application Number:	15615280
Application Number:	14776922
Application Number:	15031746
Application Number:	15119472
Application Number:	15031589
Application Number:	62590260
CORRESPONDENCE DATA	
Fax Number:	
<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:	404-835-9403
Email:	keith@khlawfirm.com
Correspondent Name:	KEITH NAUMAN
Address Line 1:	1201 WEST PEACHTREE STREET, SUITE 3250
Address Line 4:	ATLANTA, UNITED STATES 30309
NAME OF SUBMITTER:	MICHAEL KARAMAT

SIGNATURE:	/Michael Karamat/
DATE SIGNED:	10/19/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=KH504611#page1.tif source=KH504611#page2.tif source=KH504611#page3.tif source=KH504611#page4.tif source=KH504611#page5.tif source=KH504611#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(UNITED STATES)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") dated August 22, 2018 is made by **NEMASKA LITHIUM INC.**, a corporation incorporated under the federal laws of Canada (the "**Pledgor**"), in favour of **NORDIC TRUSTEE AS**, in its capacity as Security Trustee under the Bond Terms (as hereinafter defined) (including, without limitation, in accordance with the intercreditor principles set forth in Schedule 9 of the Bond Terms and any Senior Intercreditor Agreement (as such term is defined in the Bond Terms) entered into in furtherance thereof) (together with its successors and assigns, the "**Secured Party**").

WHEREAS, pursuant to Bond Terms dated May 29, 2018 (the "**Bond Terms**") between the Pledgor and Nordic Trustee AS, in its capacity as bond trustee on behalf of the holders of the bonds issued under the Bond Terms, the Pledgor, as issuer, has issued USD \$350,000,000 of senior secured bond debt, and the Pledgor has granted to the Secured Party, as security for the Senior Secured Obligations (as such term is defined in the Bond Terms) (the "**Obligations**"), a hypothec and security interest in, among other property, certain intellectual property of the Pledgor, the whole pursuant to a Deed of Hypothec dated August 21, 2018 among, *inter alios*, the Pledgor and the Secured Party (the "**Deed of Hypothec**").

WHEREAS the Pledgor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademarks Office.

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

SECTION 1. Grant of Security. The Pledgor hereby grants to the Secured Party a security interest in, and confirms the grant of a security interest in and the hypothecation by the Pledgor on the terms and conditions of the Deed of Hypothec of, all of the Pledgor's right, title and interest in and to the rights in all of the patents, patent applications, and trademarks that are owned by or licensed to the Pledgor, including but not limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (collectively, the "**Collateral**").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement and under the Deed of Hypothec, and the hypothecation of the Collateral by the Pledgor on the terms and conditions of the Deed of Hypothec, secures the payment of all Obligations of the Pledgor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein and in the Deed of Hypothec, and the hereinabove described hypothecation of the Collateral, with the United States Patent and Trademarks Office. The Pledgor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials record and register this IP Security Agreement.

SECTION 4. 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Bond Terms. The Pledgor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the Deed of Hypothec, and the hereinabove described hypothecation of the Collateral, and the rights and remedies of the Secured Party with respect to the Collateral, are more fully set forth in the Bond Terms, the Deed of Hypothec and such other documents as may be entered into in connection therewith from time to time, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. The terms and provisions of the Bond Terms and the Deed of Hypothec 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 Bond Terms or the Deed of Hypothec, the terms of the Bond Terms or the Deed of Hypothec, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Language. The parties hereto confirm that it is their wish that this IP Security Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment qu'elles désirent que cette convention et les autres documents signés dans le cadre des transactions envisagées par les présentes soient rédigés en langue anglaise seulement et que tous les autres documents qui y*

sont prévus ou qui s'y rapportent, y compris tout avis, puissent aussi être rédigés en la langue anglaise seulement.

SECTION 9. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

This IP Security Agreement has been executed by the parties as of the date first written above.

NEMASKA LITHIUM INC.

By: 

Name: Guy Bourassa, p.p.a
Title: President and Chief
Executive Officer

**NORDIC TRUSTEE AS, as Security
Trustee**

By: _____

Name: _____
Title: _____

[Signature Page – Short Form Intellectual Property Security Agreement (United-States).]

This IP Security Agreement has been executed by the parties as of the date first written above.

NEMASKA LITHIUM INC.

By: _____

Name: Guy Bourassa, p.p.a
Title: President and Chief
Executive Officer

**NORDIC TRUSTEE AS, as Security
Trustee**

By: _____

Name: _____
Title: _____

NORDIC TRUSTEE AS

Olav Stigevold

[Signature Page – Short Form Intellectual Property Security Agreement (United-States).]

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Schedule A

PATENTS

Country	Title	Patent/Application no.
US	Processes For Preparing Lithium Carbonate	No. 9382126 (cont. 9890053) (cont. app. no 15/861,587))
US	Methods For Treating Lithium-Containing Materials	Application no 15/755,507
US	Process For Preparing Lithium Hydroxide	No. 9,677,181 (cont. 15/615,280)
US	Processes For Preparing Lithium Hydroxide	Application no 14/776,922
US	Processes For Preparing Lithium Carbonate	Application no 15/031,746
US	Methods For Treating Lithium-Containing Materials	Application no 15/119,472
US	Processes And Systems For Preparing Lithium Hydroxide	No 15/031,589
US	Processes For Preparing Hydroxides and Oxides of Various Metals and Derivatives Thereof	Application no 62/590,260