

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5242565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACTIVE MINERALS INTERNATIONAL, LLC	11/16/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOCIETE GENERALE, AS COLLATERAL AGENT
<b>Street Address:</b>	245 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9511955
Patent Number:	9573849
Patent Number:	9416052
Patent Number:	9670011
Patent Number:	6444601
Patent Number:	6130179
Patent Number:	7247263
Application Number:	62647657
<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>Phone:</b>	212.318.6532
<b>Email:</b>	alanagramer@paulhastings.com
<b>Correspondent Name:</b>	ALANA GRAMER
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP
<b>Address Line 2:</b>	200 PARK AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ ALANA GRAMER
<b>DATE SIGNED:</b>	11/16/2018

PATENT

**Total Attachments: 5**

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## **PATENT SECURITY AGREEMENT**

**WHEREAS**, Active Minerals International, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

**WHEREAS**, the Grantor is party to a Security Agreement dated as of November 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Société Générale, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto) and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (“**Patents**”);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral;
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;
- (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and
- (v) all Proceeds thereof.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the

event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**ACTIVE MINERALS INTERNATIONAL, LLC,**  
a Delaware limited liability company

By:   
Name: Dennis Parker  
Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**SOCIÉTÉ GÉNÉRALE,**  
as Collateral Agent

By:   
\_\_\_\_\_  
Roy Kuruvilla  
Managing Director

[Signature Page to Patent Security Agreement]

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY AGREEMENT**

**US Patents Issued:**

<b>Patent</b>	<b>Country</b>	<b>Patent Number</b>	<b>Filing Date</b>	<b>Owner</b>
MINERAL SUSPENDING AGENT, METHOD OF MAKING, AND USE THEREOF	US	Pat. No. 9,511,955	10/31/2012	Active Minerals International, LLC
BACKFILL, METHODS OF MAKING, AND USE THEREOF	US	Pat. No. 9,573,849	04/30/2014	Active Minerals International, LLC
CONCRETE MATERIALS WITH MODIFIED RHEOLOGY, METHODS OF MAKING, AND USES THEREOF	US	Pat. No. 9,416,052	04/30/2014	Active Minerals International, LLC
METHOD OF TRANSSHIPPING SOLID PARTICULATES IN AN AQUEOUS SUSPENSION OF SOLID PARTICULATES USING MINERAL SUSPENDING AGENT	US	Pat. No. 9,670,011	04/30/2014	Active Minerals International, LLC
PURIFIED ATTAPULGITE CLAY	US	Pat. No. 6444601	06/23/2000	Active Minerals International, LLC
PURIFIED ATTAPULGITE CLAY	US	Pat. No. 6130179	11/12/1998	Active Minerals International, LLC
FIRE-BARRIER COMPOSITION	US	Pat. No. 7247263	10/29/2003	Active Minerals International, LLC

**US Patents Pending:**

<b>Patent</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
COMPOSITION TO COMPLETELY OR PARTIALLY REPLACE BALL CLAY IN CERMAICS, METHODS OF MAKING, AND USE THEREOF	US	Appl. No. 62/647,657	03/24/2018	Active Minerals International, LLC