

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5548504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADDCAR SYSTEMS, LLC	11/15/2018
RECEIVING PARTY DATA	
Name:	RCM ST PTY LIMITED
Street Address:	LEVEL 7, 17 CASTLEREAGH STREET
City:	SYDNEY
State/Country:	AUSTRALIA
Postal Code:	NSW 2000
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	5522647
Patent Number:	5720527
Patent Number:	5553926
Patent Number:	5964507
Patent Number:	7931341
Patent Number:	8573705
Application Number:	62057644
Patent Number:	9822640
Application Number:	62058345
Patent Number:	9731903
PCT Number:	WO2016054134
PCT Number:	WO2016054313
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>	
Email:	SARASURYAN@DWT.COM
Correspondent Name:	GEORGE RONDEAU, JR.
Address Line 1:	DAVIS WRIGHT TREMAINE LLP
Address Line 2:	920 FIFTH AVENUE, SUITE 3300
Address Line 4:	SEATTLE, WASHINGTON 98104-1610

PATENT

ATTORNEY DOCKET NUMBER:	110669-1
NAME OF SUBMITTER:	GEORGE RONDEAU, JR., REG. NO. 28893
SIGNATURE:	/GEORGE RONDEAU, JR., REG. NO. 28893/
DATE SIGNED:	05/30/2019

Total Attachments: 7

source=Addcar - Executed - Patent Security Agreement#page1.tif
source=Addcar - Executed - Patent Security Agreement#page2.tif
source=Addcar - Executed - Patent Security Agreement#page3.tif
source=Addcar - Executed - Patent Security Agreement#page4.tif
source=Addcar - Executed - Patent Security Agreement#page5.tif
source=Addcar - Executed - Patent Security Agreement#page6.tif
source=Addcar - Executed - Patent Security Agreement#page7.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Security Agreement") is entered into as of 15 November 2018, between ADDCAR SYSTEMS, LLC, a Delaware limited liability company (the "Grantor"), in favor of RCM ST PTY LIMITED ACN 628 519 111, AS SECURITY TRUSTEE (the "Secured Party")

RECITALS

A. The Grantor is a party to a Pledge and Security Agreement dated as of 15 November 2018 (the "Pledge and Security Agreement"), between the Grantor and the Secured Party pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party, as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral.

(a) The Grantor hereby grants to the Secured Party for the ratable benefit of the Secured Party, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Secured Obligations:

(i) all letters patent, patent applications and patentable inventions arising under the laws of the United States, any other country, union of countries or any political subdivision of any of the foregoing, and all inventions or improvements described therein, including, without limitation, each issued patent and patent application identified in Schedule 1, attached hereto (collectively, the "Patents");

(ii) any and all agreements explicitly providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, the "Patent Licenses");

(iii) the right to, and to obtain, all renewals thereof;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalty, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Patent Collateral and nothing contained herein is intended or shall be a delegation of duties to the Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Patent Collateral, and the Secured Party shall have no obligation or liability

under any of such agreements by reason of or arising out of this Patent Security Agreement or any other document related hereto nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Patent Collateral, and (iii) the exercise by the Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Patent Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party for the Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Applicable Law. This Patent Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

Section 5. Capacity of the Secured Party.

(a) The Secured Party enters into this Agreement only in its capacity as trustee of the Security Trust and in no other capacity. Notwithstanding any other provisions of this Agreement or any other Finance Document, a liability arising under or in connection with this Agreement or any other Finance Document is limited to and can be enforced against the Secured Party only to the extent to which it can be satisfied out of the property of the Security Trust Fund out of which the Secured Party is actually indemnified for the liability. This limitation of the Secured Party's liability applies despite any other provision of this Agreement or any other Finance Document and extends to all liabilities and obligations of the Secured Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement or any other Finance Document.

(b) The parties other than the Secured Party may not sue the Secured Party in any capacity other than as trustee of the Security Trust, including seek the appointment of a Receiver (except in relation to the Security Trust Fund), a liquidator, an administrator or any similar person to the Secured Party or prove in any liquidation, administration or arrangement of or affecting the Secured Party (except in relation to the Security Trust Fund).

(c) The provisions of this Section 5 shall not apply to any obligation or liability of the Secured Party to the extent that it is not satisfied because under this Agreement or by operation of law there is a reduction in the extent of the Secured Party's indemnification out of the Security Trust Fund as a result of the Secured Party's fraud, gross negligence or Wilful Default.

(d) No act or omission of the Secured Party (including any related failure to satisfy its obligations or breach of representation or warranty under this Agreement or any other Finance Document) will be considered fraud, gross negligence or Wilful Default of the Secured Party for the purpose of Section 5(c) to the extent to which the act or omission was caused by any failure by any other person to fulfill its obligations relating to the Security Trust or by any other act or omission of any other person.

(e) No attorney, agent, delegate or Receiver appointed in accordance with this Agreement or any other Finance Document has authority to act on behalf of the Secured Party in a way which exposes the Secured Party to any personal liability and no act or omission of any such person will be considered fraud, gross negligence or Wilful Default of the Secured Party for the purpose of Section 5(c).

(f) For the avoidance of doubt, the Secured Party is not obliged to use its own funds in performing obligations under any Finance Document (including this Agreement) and is not obliged to do or refrain from doing anything under this Agreement (including incur any liability) unless the Secured Party's liability is limited in the same manner set out in Section 5 (a) through (c).

(g) Without limiting any indemnity given to the Secured Party at law, the parties to this Agreement acknowledge that, subject to and in accordance with the Security Trust Deed, the Secured Party is indemnified out of the Security Trust Fund against any liability or loss arising from, and any costs properly incurred in connection with, complying with its obligations, and exercising its rights and discretions, under this Agreement.


(h) The other parties to this Agreement acknowledge that the Secured Party may assign its rights and novate (or otherwise transfer) its obligations under this Agreement to any replacement security trustee that is appointed in accordance with the Security Trust Deed. The other parties agree to enter into a novation deed with any such replacement security trustee in a form reasonably acceptable to the Secured Party and such replacement security trustee (and, if the rights or obligations of the replacement security trustee would differ from those of the Secured Party, on terms reasonably acceptable to the other parties).

Section 6. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

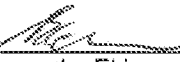
[Signature Page Follows]

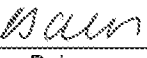
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADDCAR SYSTEMS, LLC, a Delaware limited liability company

By: 
Name: Paul Valaire
Title: Director

In the presence of

Witness: 
Name: Alexander Elder
Address: 11 Joyce Street, Floraville NSW 2280


Witness: 
Name: Laura Bain
Address: 20 Callaghan Street, Kurri Kurri NSW 2327

Accepted and Agreed:

SECURED PARTY:

RCM ST PTY LIMITED ACN 628 519 111, AS SECURITY TRUSTEE,
~~by its attorneys under Power of Attorney dated 30 July 2013.~~

By: 
Name: David P. Duke
Title: Company Secretary/~~Director~~

By: 
Name: Simon Raftery
Title: Director

Signature Page to
Patent Security Agreement 4838-9264-6522v.4 0110669-000001

SCHEDULE 1

PATENT REGISTRATIONS AND APPLICATIONS AND PATENT LICENSES

Patent Registrations And Applications And Patent Licenses

Owner	App/Pub/Patent No.	Filing/Issue Date	Country	Description/Title
ADDCAR Systems, LLC	5,522,647	06/04/1996	United States	Continuous Highwall Mining Machine with Armless Conveyor
ADDCAR Systems, LLC	5,720,527	02/24/1996	United States	Continuous Highwall Mining Machine with Armless Conveyor
ADDCAR Systems, LLC	5,553,926	9/10/1996	United States	Self-Propelled Mining Apparatus and Method for Cutting Arched Opening
ADDCAR Systems, LLC	5,964,507	10/12/1999	United States	Transmission Gearcase for (Multiple Cutting Heads)(Mining Apparatus)
ADDCAR Systems, LLC	7,931,341	4/26/2011	United States	Narrow Bench Mining System
ADDCAR Systems, LLC	8,573,705	11/5/2013	United States	Mining Apparatus with Precision Navigation System
UGM ADDCAR Systems, LLC	62/057,644	09/30/2015	United States	LAUNCH VEHICLE WITH A TILTED DECK FOR HIGHWALL MINING
ADDCAR Systems, LLC	9,822,640	09/30/2015	United States	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	62/058,345	10/01/2014	United States	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ADDCAR Systems, LLC	9,731,903	10/01/2015	United States	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	WO2016/054134	09/30/2015	WIPO	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	WO2016/054313	10/01/2015	WIPO	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR Systems, LLC	2006275562	7/21/2011	Australia	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	2004318997	4/1/2011	Australia	Mining Apparatus with Precision Navigation System
UGM ADDCAR Systems, LLC	2015323893	9/30/2015	Australia	LAUNCH VEHICLE WITH A TILT DECK FOR

4238-9264-6522v.4 0110669-000001

Owner	App/Pub/Patent No.	Filing/Issue Date	Country	Description/Title
				HIGHWALL MINING
UGM ADDCAR Systems, LLC	2015324922	10/1/2015	Australia	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR Systems, LLC	2008/01877	7/2/2009	South Africa	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	2006/08801	6/25/2008	South Africa	Mining Apparatus with Precision Navigation System
ICG ADDCAR Systems, LLC	1995/08543	7/31/1996	South Africa	Continuous Highwall Mining with Armless Conveyor
ICG ADDCAR Systems, LLC	1995/08998	10/30/1998	South Africa	Continuous Highwall Mining with Armless Conveyor
ICG ADDCAR Systems, LLC	1995/09629	08/28/1996	South Africa	Apparatus and Method for Cutting Arched Opening
UGM ADDCAR Systems, LLC	2017/02752	9/30/2015	South Africa	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	2017/02753	10/1/2015	South Africa	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR Systems, LLC	2,615,801	09/03/2013	Canada	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	2,561,803	04/16/2013	Canada	Mining Apparatus with Precision Navigation System
ICG ADDCAR Systems, LLC	2,205,596	7/18/2000	Canada	Apparatus and Method for Cutting Arched Opening
ICG ADDCAR Systems, LLC	2,203,625	8/1/2000	Canada	Continuous Highwall Mining Machine with Armless Conveyor
UGM ADDCAR Systems, LLC	2,964,287	9/30/2015	Canada	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	2,970,003	10/1/2015	Canada	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR Systems, LLC	200680028228.5	10/19/2011	China	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	ZL 200480043195.2	09/11/2013	China	Mining Apparatus with Precision Navigation System
UGM ADDCAR Systems, LLC	2015800613973.2	9/30/2015	China	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	201580061936.8	10/1/2015	China	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR	1992	4/17/2012	Colombia	Narrow Bench Mining

4838-9264-6522v 4 0110669-00001

Owner	App/Pub/Patent No.	Filing/Issue Date	Country	Description/Title
Systems, LLC				System
ICG ADDCAR Systems, LLC	936	10/12/2010	Colombia	Mining Apparatus with Precision Navigation System
ICG ADDCAR Systems, LLC	ID P0030772	4/27/2012	Indonesia	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	ID P0026247 B	7/29/2010	Indonesia	Mining Apparatus with Precision Navigation System
UGM ADDCAR Systems, LLC	P-00201702566	9/30/2015	Indonesia	LAUNCH VEHICLE WITH A TILT DECK FOR HIGHWALL MINING
UGM ADDCAR Systems, LLC	P00201702752	10/1/2015	Indonesia	LAUNCH VEHICLE WITH A MULTI-DIP DECK FOR HIGHWALL MINING
ICG ADDCAR Systems, LLC	283525	5/24/2017	India	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	270333	12/11/2015	India	Mining Apparatus with Dual Actuator Steering Mechanism
ICG ADDCAR Systems, LLC	288762	7/21/2011	Mexico	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	2395689	7/27/2010	Russia	Narrow Bench Mining System
ICG ADDCAR Systems, LLC	2346159	2/10/2009	Russia	Mining Apparatus with Precision Navigation System

Note: In the table above, identification of "UGM ADDCAR Systems, LLC" as the "Owner" with respect to any United States patents indicates that UGM ADDCAR Systems, LLC was the applicant listed on the application.

4838-9264-6522v.4 0110669-000001