

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5598550

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
H.J. BAKER & BRO., LLC			06/21/2019
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
<b>Street Address:</b>	1 BOSTON PLACE, 18TH FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>		
Application Number:	60960613		
Application Number:	12285064		
Application Number:	13431790		
Application Number:	61202969		
Application Number:	12662486		
Application Number:	13433021		
Application Number:	14876638		
PCT Number:	US2011056675		
Application Number:	61394057		
Application Number:	13275895		
Application Number:	15136669		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)914-4240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	JAMES MURRAY		
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY, SUITE 125		
<b>Address Line 2:</b>	CT CORPORATION		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219		

PATENT

<b>NAME OF SUBMITTER:</b>	ROBIN RILEY
<b>SIGNATURE:</b>	/Robin Riley/
<b>DATE SIGNED:</b>	07/01/2019
<b>Total Attachments: 9</b> source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page1.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page2.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page3.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page4.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page5.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page6.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page7.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page8.tif source=HJ Baker - AR Patent Security Agmt with Cover Page for filing#page9.tif	

**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)/Execution Date(s):

H.J. BAKER & BRO. LLC

Execution Date(s): June 21, 2019

Additional names of conveying parties attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as Agent

Internal  
Address:

Street Address: 1 Boston Place, 18<sup>th</sup> Floor

City: Boston

State: MA

Country: USA Zip: 02108

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of  
Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☒ Other Amended and Restated Patent

Security Agreement

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule A

See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: riley@otterbourg.com

6. Total number of applications and  
registrations involved: 10

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

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

June 28, 2019

Date

Robin Riley  
Name of Person Signing

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

## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 21<sup>st</sup> day of June, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, Wells Fargo provided a senior secured revolving credit facility to H. J. Baker & Bro., LLC, a Delaware limited liability company ("Parent") and certain affiliates of Parent, as evidenced by the Credit Agreement, dated as of January 16, 2013, by and among Agent, certain parties thereto as lenders, Parent, and certain affiliates of Parent (as heretofore amended, modified or supplemented, the "Original Credit Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto;

WHEREAS, in connection with the Original Credit Agreement, Parent has granted Wells Fargo a security interest in and lien upon certain patents and related assets as set forth in the Patent Collateral Agreement, dated as of January 16, 2013, between Parent and Wells Fargo (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Patent Agreement"), recorded with the United States Patent and Trademark Office on January 17, 2013 at reel/frame 029646/0880;

WHEREAS, the Original Credit Agreement has been amended and restated, as set forth in the Amended and Restated Credit Agreement, dated as of December 8, 2016, by and among Parent, such subsidiaries and Wells Fargo (as heretofore amended, modified or supplemented, the "Existing Credit Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Credit Agreement, as the same have been amended, modified, supplemented, extended, renewed, restated or replaced prior to the date hereof, being collectively referred to herein as the "Existing Loan Documents");

WHEREAS, the credit facility provided to Parent and certain of its subsidiaries as set forth in the Existing Credit Agreement is being amended and restated in its entirety on or about the date hereof pursuant to a senior secured revolving credit and term loan facility being provided by Agent and the Lender Group as set forth in the Credit Agreement, dated of even date herewith, by and among Parent, Oxbow Sulphur Inc., a Delaware corporation, to be known as, and survivor of the merger with, H. J. Baker Sulphur, LLC, a Delaware limited liability company ("H.J. Baker Sulphur US"), Sulcom, Inc., a Delaware corporation, to be known as H. J. Baker Logistics, LLC, a Delaware limited liability company ("H.J. Baker Logistics") and together with Parent, H.J. Baker Sulphur US and any other Person organized under the laws of a jurisdiction in the United States that becomes a party thereto as a Borrower, each a "US Borrower" and collectively, "US Borrowers"), H. J. Baker Sulphur Canada ULC, a British Columbia unlimited liability company, as the continuing corporation upon the amalgamation with Oxbow Sulphur Canada ULC, a British Columbia unlimited liability company ("H.J. Baker Sulphur Canada," and together with any other Person organized under the laws of Canada or a jurisdiction in Canada that becomes a party thereto as a Borrower, each a "Canadian Borrower" and collectively, "Canadian Borrowers"), and Oxbow Sulphur B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its statutory seat in Rotterdam, the Netherlands and registered with the Dutch Chamber of Commerce under number 72513330, which will enter into a merger with H. J. Baker Sulphur International Coöperatief U.A., a

cooperative with excluded liability (*cooperatie met uitgesloten aansprakelijkheid*), incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands and registered with the Dutch Chamber of Commerce under number 74967983, with Oxbow Sulphur B.V. as the disappearing entity ("Oxbow Netherlands," and together with any other Person organized under the laws of the Netherlands that becomes a party thereto as a Borrower, each a "Dutch Borrower" and collectively "Dutch Borrowers"; and together with the US Borrowers and the Canadian Borrowers, each a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers party thereto, the lenders party thereto as Lenders (each individually a "Lender" and collectively, "Lenders") and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement, and the senior secured revolving credit and term loan facility being provided by Agent and the Lender Group pursuant to the Credit Agreement, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, subject to the execution and delivery by Parent, the other Borrowers and certain other subsidiaries of Parent of the US Guaranty and Security Agreement, dated of even date herewith, by and among Agent, Parent and certain subsidiaries of Parent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Borrowers and Guarantors party thereto are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest In Patent Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, and each of those Grantors party to the Existing Patent Agreement reaffirms and restates the prior grant of such Grantor under the Existing Patent Agreement of, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its United States Patents to which it is a party including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any such Patent, including the right to receive damages, or right to receive license fees, royalties, and other compensation that constitutes a Patent Related Asset.

3. Security for Secured Obligations. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. Choice of Law And Venue, Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Patent Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Patent Security Agreement. The parties hereto acknowledge and agree that (a) this Patent Security Agreement does not constitute a novation, payment and reborrowing or termination of the Secured Obligations arising under or pursuant to the Existing

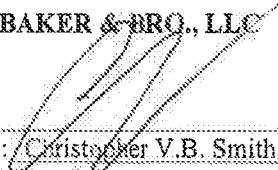
Patent Agreement as in effect immediately prior to the effectiveness of this Patent Security Agreement, (b) such Secured Obligations arising under or pursuant to the Existing Patent Agreement are in all respects continuing with only the terms being modified as provided in this Patent Security Agreement, and (c) the Liens and security interests in favor of the Agent for the benefit of the Lender Group and the Bank Product Providers securing payment of such Secured Obligations arising under or pursuant to the Existing Patent Agreement are in all respects continuing and in full force and effect with respect to all Secured Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of the amendment and restatement of any of the Existing Patent Agreement and the other Existing Loan Documents on the date hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**H. J. BAKER & BRO., LLC**

By:   
Name: Christopher V.B. Smith  
Title: Chief Executive Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[signature page to Patent Security Agreement]



IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

H. J. BAKER & BRO., LLC

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

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: *Sean McHenry*  
Name: Sean McHenry  
Its Authorized Signatory

[signature page to Patent Security Agreement]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**Patents**

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date	Owner
Granular Feed Supplement	Argentina	080104351	03-Oct-2008	AR068674B1	29-May-2014	3-Oct-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	Australia	2008307642	29-Sep-2008	2008307642	30-May-2013	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	Brazil	PI0817910-7	29-Sep-2008				H. J. Baker & Bro., LLC
Granular Feed Supplement	Canada	2,701,005	29-Sep-2008	2,701,005	22-Apr-2014	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	China	200880111092.3	29-Sep-2008	Abandoned 29-Aug-2015			H. J. Baker & Bro., LLC
Granular Feed Supplement	China	201510531231.X	29-Sep-2008				H. J. Baker & Bro., LLC
Granular Feed Supplement	Europe	088354477.7	29-Sep-2008	2 197 293	5-Mar-2014	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	Hong Kong	10110106.8	27-Oct-2010	Abandoned 29-Aug-2015			H. J. Baker & Bro., LLC
Granular Feed Supplement	Hong Kong	16108263.5	14-Jul-2016				H. J. Baker & Bro., LLC
Granular Feed Supplement	India	1836/CHENP/2010	29-Sep-2008				H. J. Baker & Bro., LLC
Granular Feed Supplement	Japan	2010-527957	29-Sep-2008	5400783	1-Nov-2013	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	Mexico	MX/a/2010/003304	29-Sep-2008	313523	23-Sep-2013	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	New Zealand	584217	29-Sep-2008	584217	09-Jul-2012	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	PCT	PCT/US2008/011266	29-Sep-2008	Completed 5-Apr-			H. J. Baker & Bro., LLC
Granular Feed Supplement	South Africa	2010/02267	29-Sep-2008	2010/02267	25-Sep-2014	29-Sep-2028	H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	60/960,613	5-Oct-2007	Completed 5-Oct-2008			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	12/285,064	29-Sep-2008	Abandoned 5-Jul-2012			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	13/431,790	27-Mar-2012				H. J. Baker & Bro., LLC

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Granular Feed Supplement	Argentina	2010 01 01378	23-Apr-2010				H. J. Baker & Bro., LLC
Granular Feed Supplement	Australia	2010239355	20-Apr-2010	2010239355	24-May-2014	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	Brazil	PI1013723-8	20-Apr-2010				H. J. Baker & Bro., LLC
Granular Feed Supplement	Canada	2759707	20-Apr-2010				H. J. Baker & Bro., LLC
Granular Feed Supplement	China	201080017529.4	20-Apr-2010	ZL 201080017529.4	16-Jul-2014	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	China	201410265315.9	20-Apr-2010				H. J. Baker & Bro., LLC
Granular Feed Supplement	Europe	10715445.2	20-Apr-2010	2 421 385	10-Aug-2016	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	Hong Kong	121097749	04-Oct-2012	HK1169000	17-Jul-2015	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	India	8533/CHENP/2011	20-Apr-2010				H. J. Baker & Bro., LLC
Granular Feed Supplement	Japan	2012-507308	20-Apr-2010	5735955	24-Apr-2015	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	Mexico	MX/a/2011/011006	20-Apr-2010	334316	26-Oct-2015	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	New Zealand	595611	20-Apr-2010	595611	2-Jul-2013	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	PCT	PCT/US2010/031724	20-Apr-2010	Completed 23-Oct-2011			H. J. Baker & Bro., LLC
Granular Feed Supplement	South Africa	2011/07740	20-Apr-2010	2011/07740	27-Mar-2013	20-Apr-2030	H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	61/202,969	23-Apr-2009	Completed 23-Apr-			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	12/662,486	20-Apr-2010	Abandoned 7-May-			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	13/433,021	28-Mar-2012				H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	14/876,638	6-Oct-2015				H. J. Baker & Bro., LLC
Granular Feed Supplement	PCT	PCT/US2011/056675	18-Oct-2011	Completed 18-Apr-2013			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	61/394,057	18-Oct-2010	Completed 18-Oct-			H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	13/275,895	18-Oct-2011				H. J. Baker & Bro., LLC
Granular Feed Supplement	USA	15/136,669	22-Apr-2016				H. J. Baker & Bro., LLC

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