

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5822655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
VANTAGE SPECIALTIES, INC.	11/15/2019

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1300 THAMES STREET, 4TH FLOOR
Internal Address:	THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15837637

CORRESPONDENCE DATA

Fax Number: (617)235-9492

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.

Phone: 6179517000

Email: Crena.Pacheco@ropesgray.com

Correspondent Name: ROPES & GRAY LLP

Address Line 1: PRUDENTIAL TOWER

Address Line 2: 800 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	HIGM-076-003
NAME OF SUBMITTER:	CRENA PACHECO
SIGNATURE:	/Crena Pacheco/
DATE SIGNED:	11/15/2019

Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of November 15, 2019, by and among **VANTAGE SPECIALTIES, INC.** (“Grantor”) and **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of October 26, 2017 (as it may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Patents of Grantor listed on Schedule I attached hereto constituting Collateral; and
- (b) all proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patents under this Patent Security Agreement (without recourse or warranty of any kind, either express or implied).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other


electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

VANTAGE SPECIALTIES, INC.

By: 
Name: Craig Yuen
Title: Chief Financial Officer

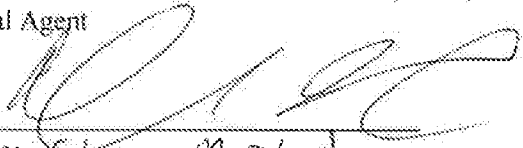
[First Lien Patent Security Agreement]

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Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____


Name: *Chance Mafeland*
Title: *Authorized Signatory*

[First Lien Patent Security Agreement]

PATENT
REEL: 051018 FRAME: 0983

SCHEDULE I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Owner</u>
Phosphate Composition	15/837637	-	Vantage Specialties, Inc.