

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5927832

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MOLYCORP MINERALS, LLC	04/15/2016
RECEIVING PARTY DATA		
Name:	SECURE NATURAL RESOURCES LLC	
Street Address:	900 N. MICHIGAN AVENUE	
Internal Address:	SUITE 1340	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60611	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15948558
CORRESPONDENCE DATA		
Fax Number:	(303)863-0223	
<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:	kkebba@sheridanross.com	
Correspondent Name:	TYLER J. BOSCHERT	
Address Line 1:	1560 BROADWAY, SUITE 1200	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	8480-207-CIP-DIV	
NAME OF SUBMITTER:	TYLER J. BOSCHERT	
SIGNATURE:	/Tyler J. Boschert/	
DATE SIGNED:	01/24/2020	
Total Attachments: 87		
source=APA_with_Schedules_Redacted with address#page1.tif		
source=APA_with_Schedules_Redacted with address#page2.tif		
source=APA_with_Schedules_Redacted with address#page3.tif		
source=APA_with_Schedules_Redacted with address#page4.tif		
source=APA_with_Schedules_Redacted with address#page5.tif		
source=APA_with_Schedules_Redacted with address#page6.tif		

[illegible]

source=APA_with_Schedules_Redacted with address#page55.tif
source=APA_with_Schedules_Redacted with address#page56.tif
source=APA_with_Schedules_Redacted with address#page57.tif
source=APA_with_Schedules_Redacted with address#page58.tif
source=APA_with_Schedules_Redacted with address#page59.tif
source=APA_with_Schedules_Redacted with address#page60.tif
source=APA_with_Schedules_Redacted with address#page61.tif
source=APA_with_Schedules_Redacted with address#page62.tif
source=APA_with_Schedules_Redacted with address#page63.tif
source=APA_with_Schedules_Redacted with address#page64.tif
source=APA_with_Schedules_Redacted with address#page65.tif
source=APA_with_Schedules_Redacted with address#page66.tif
source=APA_with_Schedules_Redacted with address#page67.tif
source=APA_with_Schedules_Redacted with address#page68.tif
source=APA_with_Schedules_Redacted with address#page69.tif
source=APA_with_Schedules_Redacted with address#page70.tif
source=APA_with_Schedules_Redacted with address#page71.tif
source=APA_with_Schedules_Redacted with address#page72.tif
source=APA_with_Schedules_Redacted with address#page73.tif
source=APA_with_Schedules_Redacted with address#page74.tif
source=APA_with_Schedules_Redacted with address#page75.tif
source=APA_with_Schedules_Redacted with address#page76.tif
source=APA_with_Schedules_Redacted with address#page77.tif
source=APA_with_Schedules_Redacted with address#page78.tif
source=APA_with_Schedules_Redacted with address#page79.tif
source=APA_with_Schedules_Redacted with address#page80.tif
source=APA_with_Schedules_Redacted with address#page81.tif
source=APA_with_Schedules_Redacted with address#page82.tif
source=APA_with_Schedules_Redacted with address#page83.tif
source=APA_with_Schedules_Redacted with address#page84.tif
source=APA_with_Schedules_Redacted with address#page85.tif
source=APA_with_Schedules_Redacted with address#page86.tif
source=APA_with_Schedules_Redacted with address#page87.tif

ASSET PURCHASE AGREEMENT
AMONG
MOLYCORP MINERALS, LLC
THE OTHER SELLERS PARTY HERETO
AND
SECURE NATURAL RESOURCES LLC

DATED AS OF APRIL 15, 2016

TABLE OF CONTENTS

	Page
I. DEFINITIONS.....	1
1.1 Certain Definitions	1
1.2 Terms Defined Elsewhere in this Agreement.....	10
1.3 Other Definitional and Interpretive Matters	11
II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES.....	13
2.1 Purchase and Sale of Assets	13
2.2 Excluded Assets	14
2.3 Assumption of Liabilities	14
2.4 Excluded Liabilities	15
2.5 Cure Costs.....	16
2.6 Non-Assignment of Assets.....	16
2.7 Previously Omitted Contracts	17
2.8 Further Conveyances and Assumptions	18
III. CONSIDERATION.....	18
3.1 Consideration.....	18
3.2 Payment of Purchase Price	18
IV. CLOSING AND TERMINATION	19
4.1 Closing Date	19
4.2 Deliveries by Sellers	19
4.3 Deliveries by Purchaser	19
4.4 Termination of Agreement	20
4.5 Procedure Upon Termination.....	21
4.6 Effect of Termination.....	21
V. REPRESENTATIONS AND WARRANTIES OF SELLERS	22
5.1 Organization and Good Standing.....	22
5.2 Authorization of Agreement	22
5.3 Conflicts; Consents of Third Parties.....	23
5.4 Real Property; Specified Mineral Properties	23
5.5 Title to Purchased Assets	24
5.6 Intellectual Property; Intellectual Property Licenses	24

TABLE OF CONTENTS
(continued)

	Page
5.7 Contracts	25
5.8 Litigation	25
5.9 Environmental Matters	26
5.10 Financial Advisors.....	26
5.11 Compliance with Laws	26
5.12 Taxes	26
5.13 No Other Representations or Warranties; Schedules	27
VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	27
6.1 Organization and Good Standing.....	27
6.2 Authorization of Agreement	27
6.3 Conflicts; Consents of Third Parties.....	28
6.4 Litigation	28
6.5 Financial Advisors.....	28
6.6 Financial Capability.....	28
6.7 Condition of the Purchased Assets	29
VII. BANKRUPTCY COURT MATTERS	29
7.1 Bankruptcy Court Filings.....	29
7.2 No Solicitation.....	30
VIII. COVENANTS	30
8.1 Access to Information	30
8.2 Actions Pending the Closing.....	31
8.3 Consents.....	31
8.4 Regulatory Approvals.....	31
8.5 Further Assurances	31
8.6 Publicity	32
8.7 Confidentiality	32
8.8 Conversion to Chapter 7	33
8.9 Condemnation	33
8.10 Notification of Certain Matters.....	34
8.11 Oaktree Matters	34

TABLE OF CONTENTS
(continued)

	Page
IX. CONDITIONS TO CLOSING	34
9.1 Conditions Precedent to Obligations of Purchaser	34
9.2 Conditions Precedent to Obligations of Sellers	35
9.3 Conditions Precedent to Obligations of Purchaser and Sellers.....	35
9.4 Frustration of Closing Conditions	36
X. TAXES.....	36
10.1 Transfer Taxes.....	36
10.2 Purchase Price Allocation	36
10.3 Certain Periodic Non-Income Taxes	36
10.4 Cooperation and Audits	37
XI. MISCELLANEOUS	37
11.1 No Survival of Representations and Warranties	37
11.2 Expenses	38
11.3 Injunctive Relief	38
11.4 Submission to Jurisdiction; Consent to Service of Process	38
11.5 Waiver of Right to Trial by Jury	39
11.6 Entire Agreement; Amendments and Waivers	39
11.7 Governing Law.....	39
11.8 Notices.....	40
11.9 Severability	41
11.10 Assignment.....	41
11.11 Non-Recourse.....	42
11.12 Legal Representation.....	42
11.13 Counterparts	43
11.14 Time Is of the Essence	43

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 15, 2016 (the "Effective Date"), among the entity identified on the signature page as Purchaser ("Purchaser"), the parties listed as "Sellers" on the signature page (collectively, "Sellers" and each a "Seller") and, for the limited purposes specified in this Agreement, Molycorp, Inc., a Delaware corporation (the "Company").

RECITALS:

A. Sellers are debtors and debtors in possession (together with certain of their Affiliates, the "Debtors") under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on June 25, 2015 (the "Petition Date") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), where the Sellers' bankruptcy cases are jointly administered under Case No. 15-11357 (CSS) (collectively, the "Bankruptcy Case");

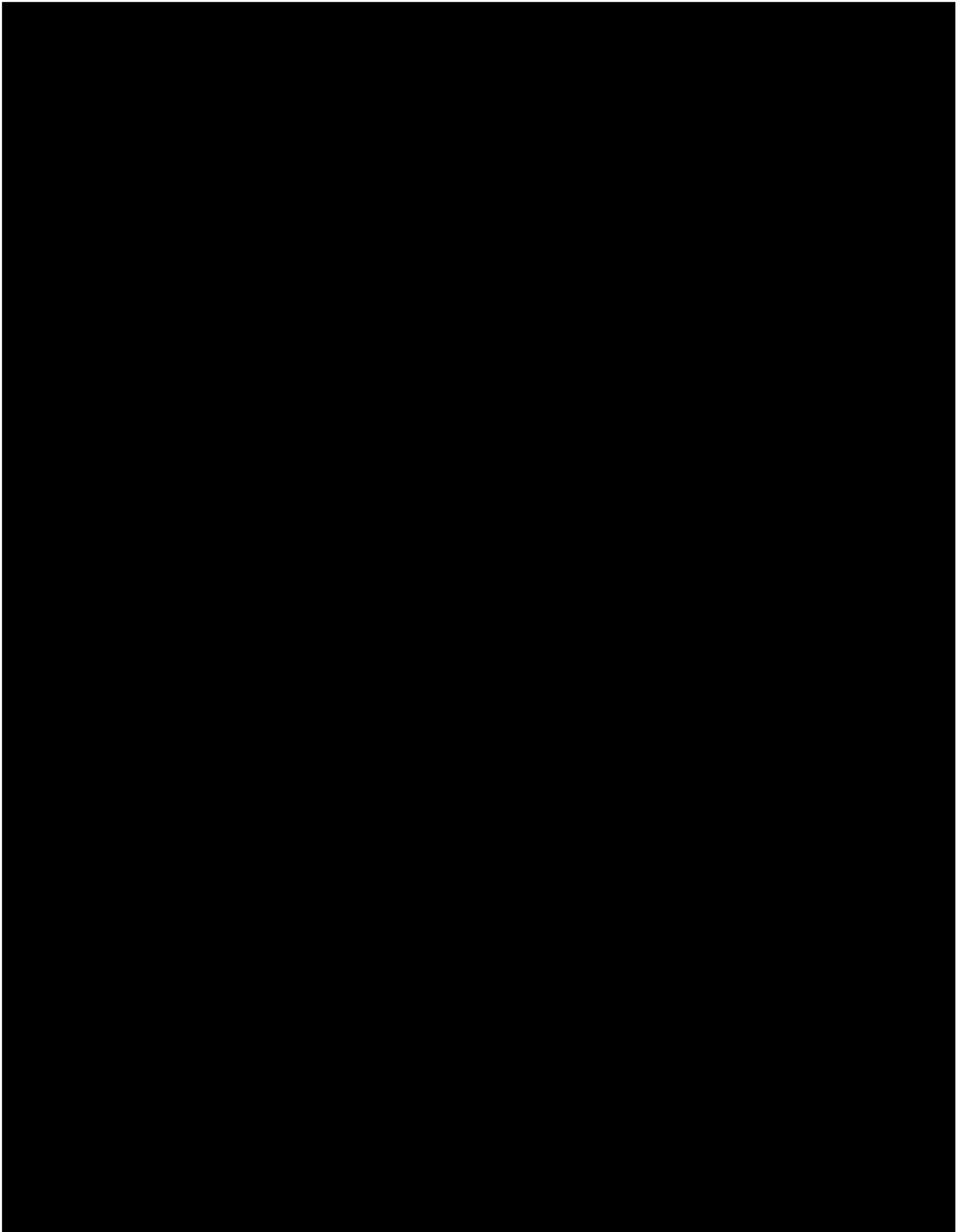
B. Sellers are principally engaged in the business of mining and processing rare earth minerals at Sellers' facility located in San Bernardino County, California (the "Mountain Pass Facility"), from ore extracted from the Mineral Properties (defined below) at the Owned Real Property (defined below), and the operation of all businesses related thereto (the "Business");

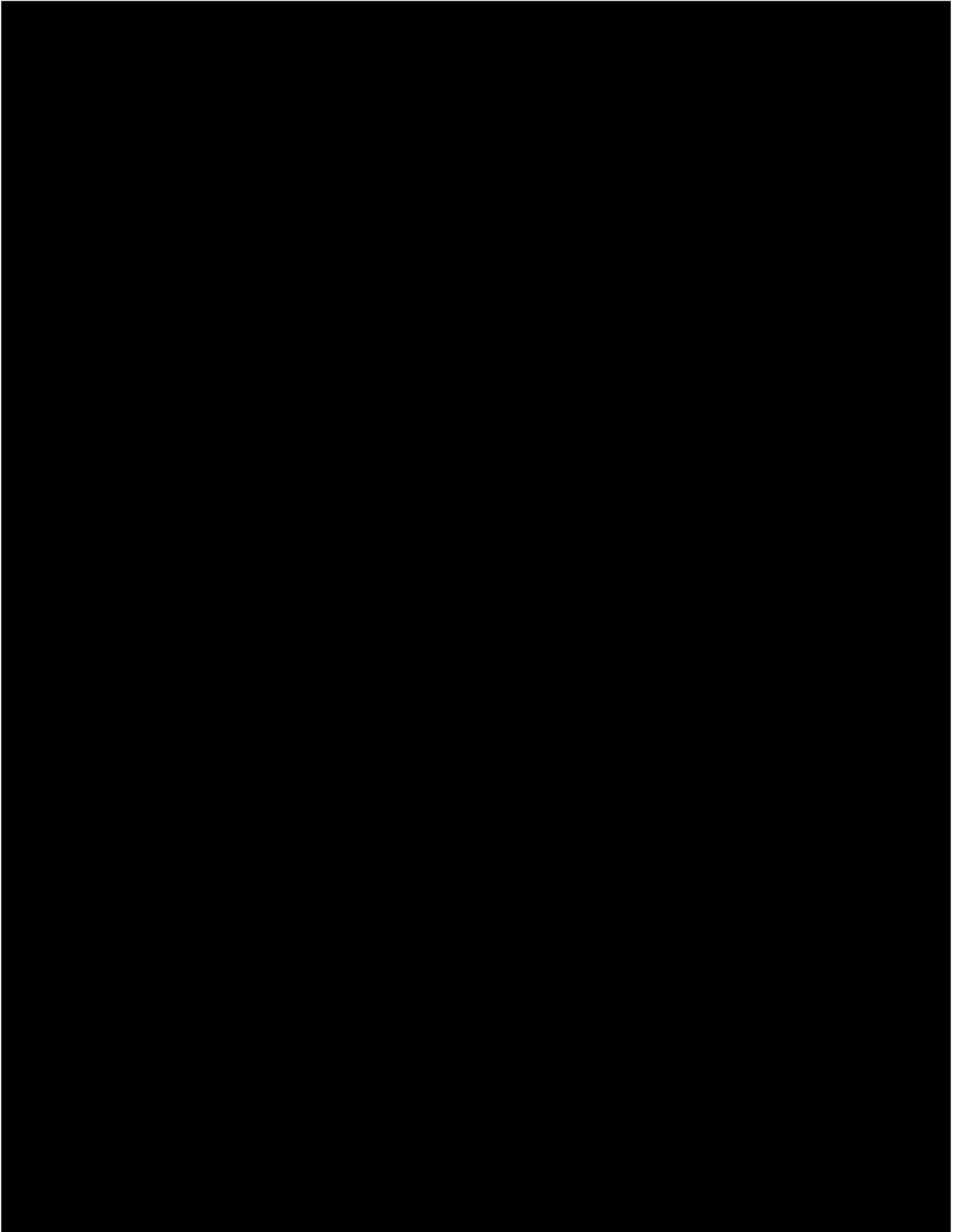
C. Sellers desire to sell to Purchaser the Purchased Assets (defined below) and transfer to Purchaser the Assumed Liabilities (defined below) and Purchaser desires to purchase from Sellers the Purchased Assets and assume the Assumed Liabilities, in each case upon the terms and conditions hereinafter set forth and subject to and in accordance with the Sale Order (defined below) of the Bankruptcy Court with respect thereto; and

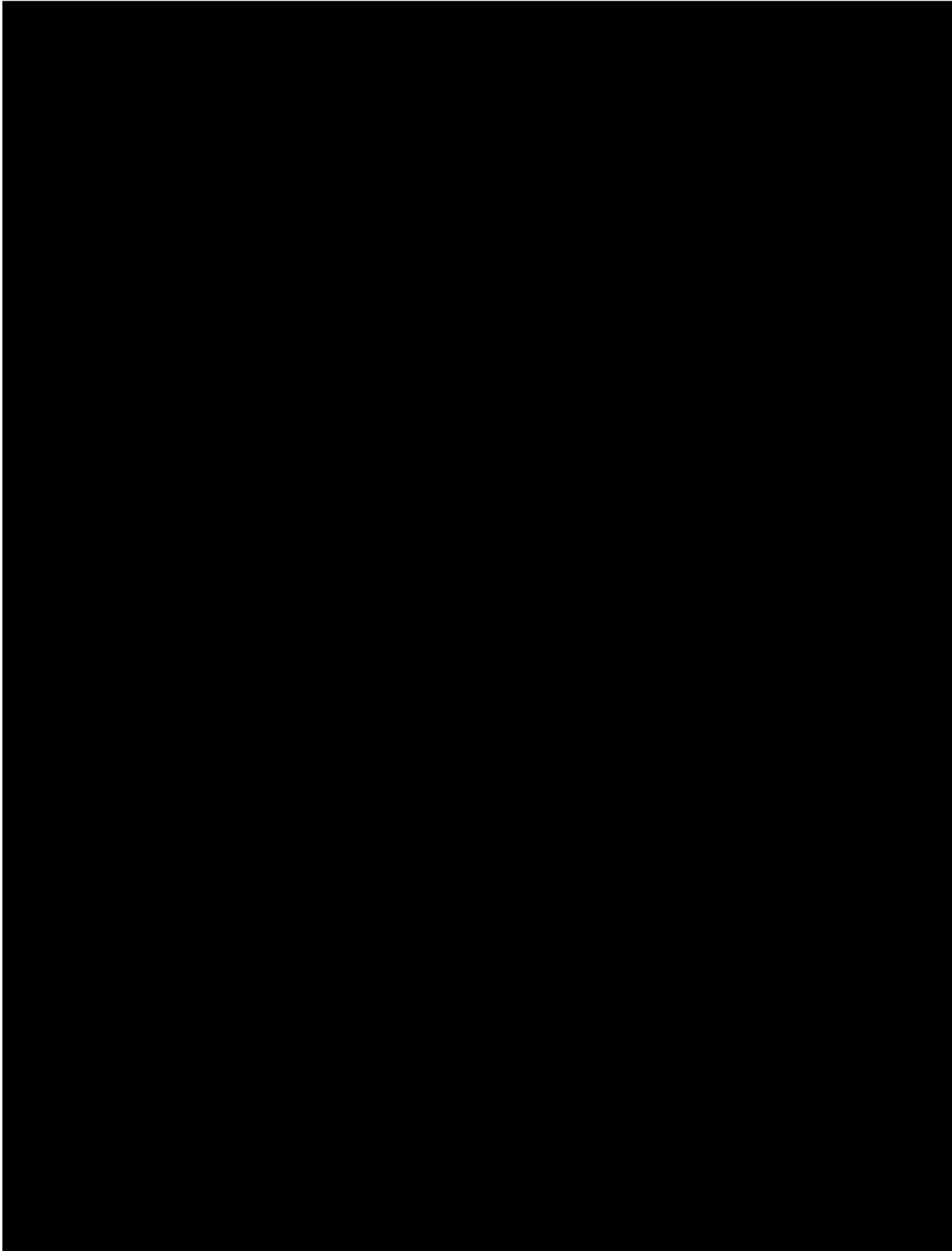
D. The Parties desire to consummate the proposed transaction as promptly as practicable after the Bankruptcy Court enters the Sale Order.

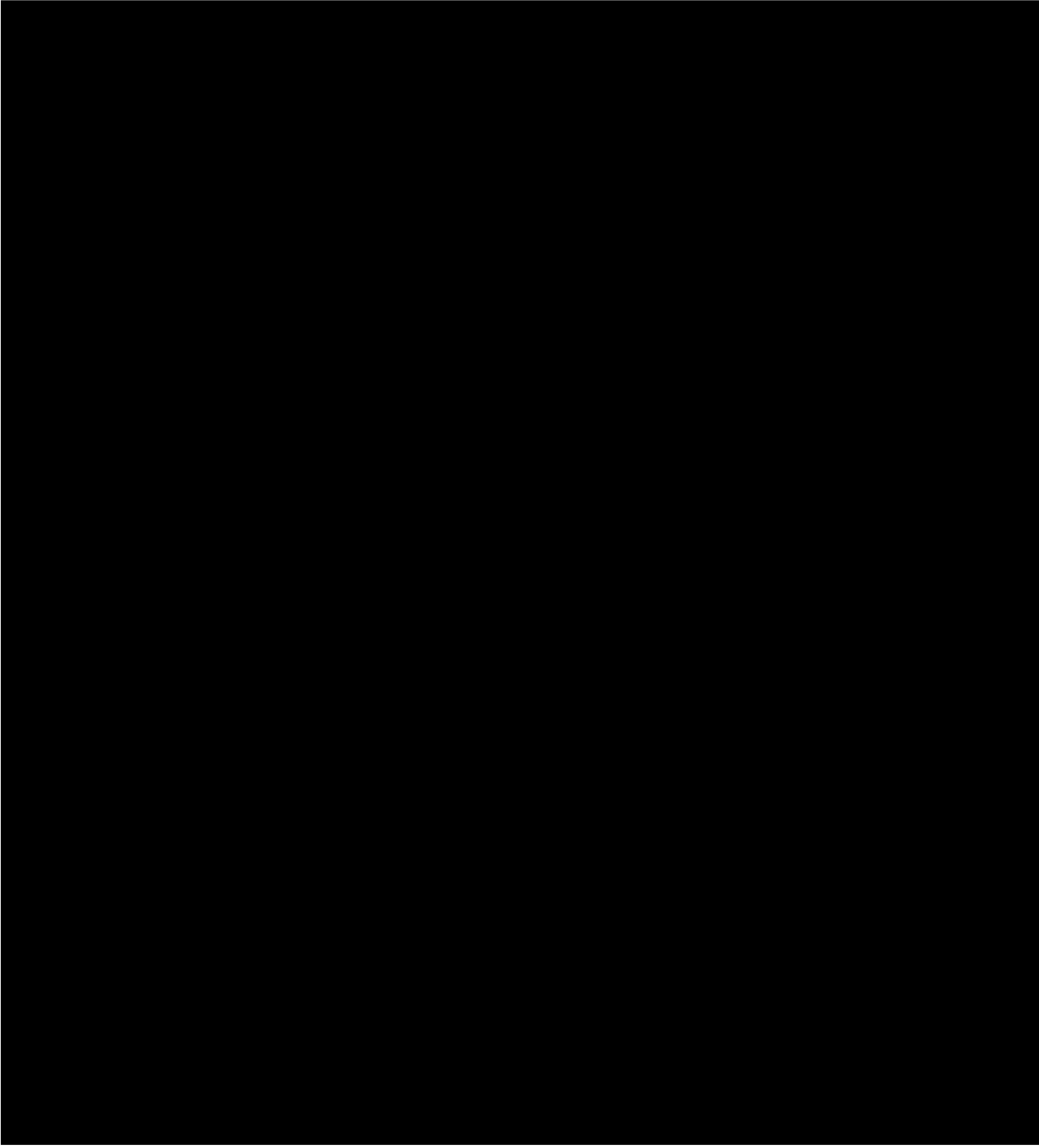
NOW, THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS



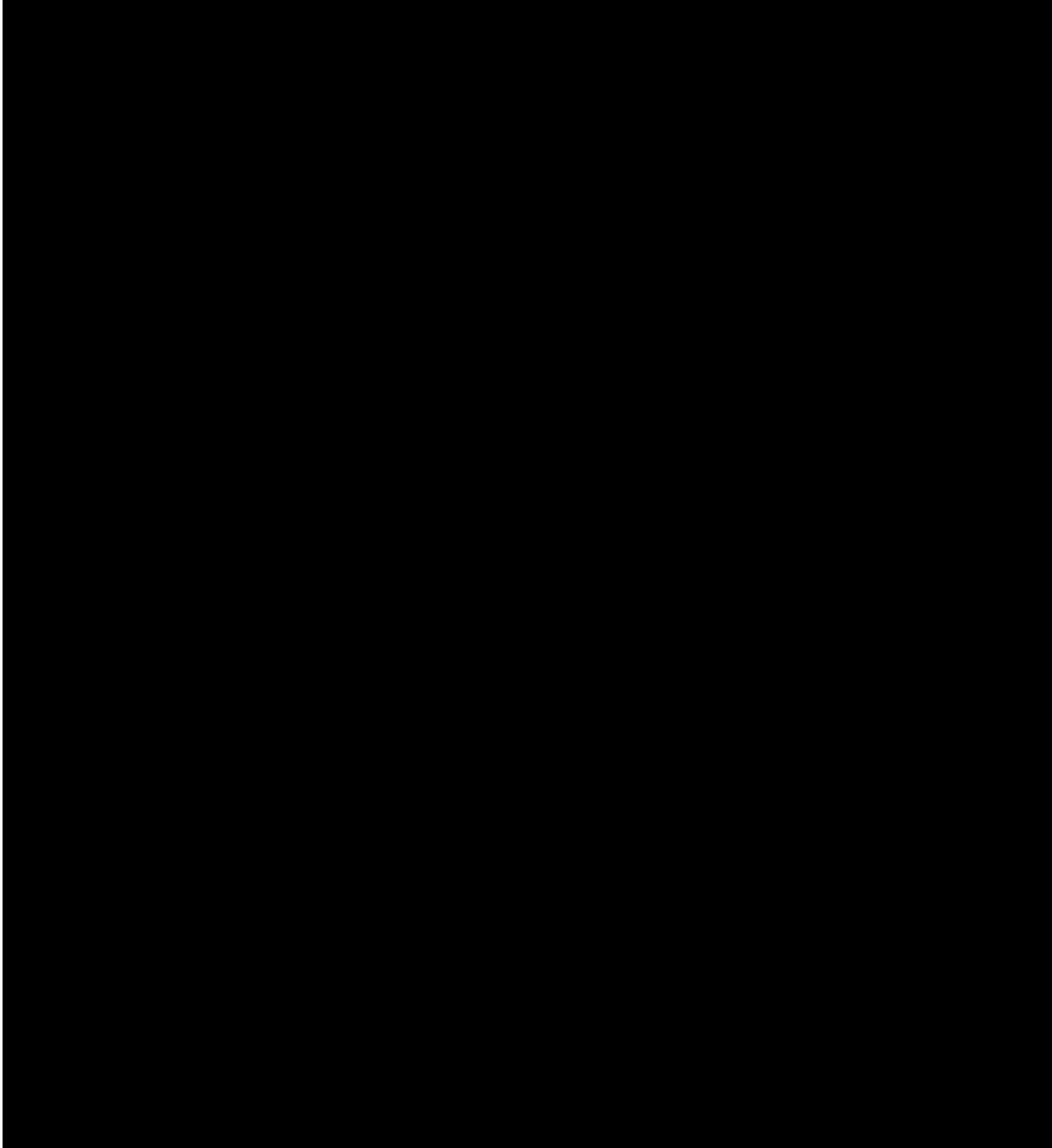


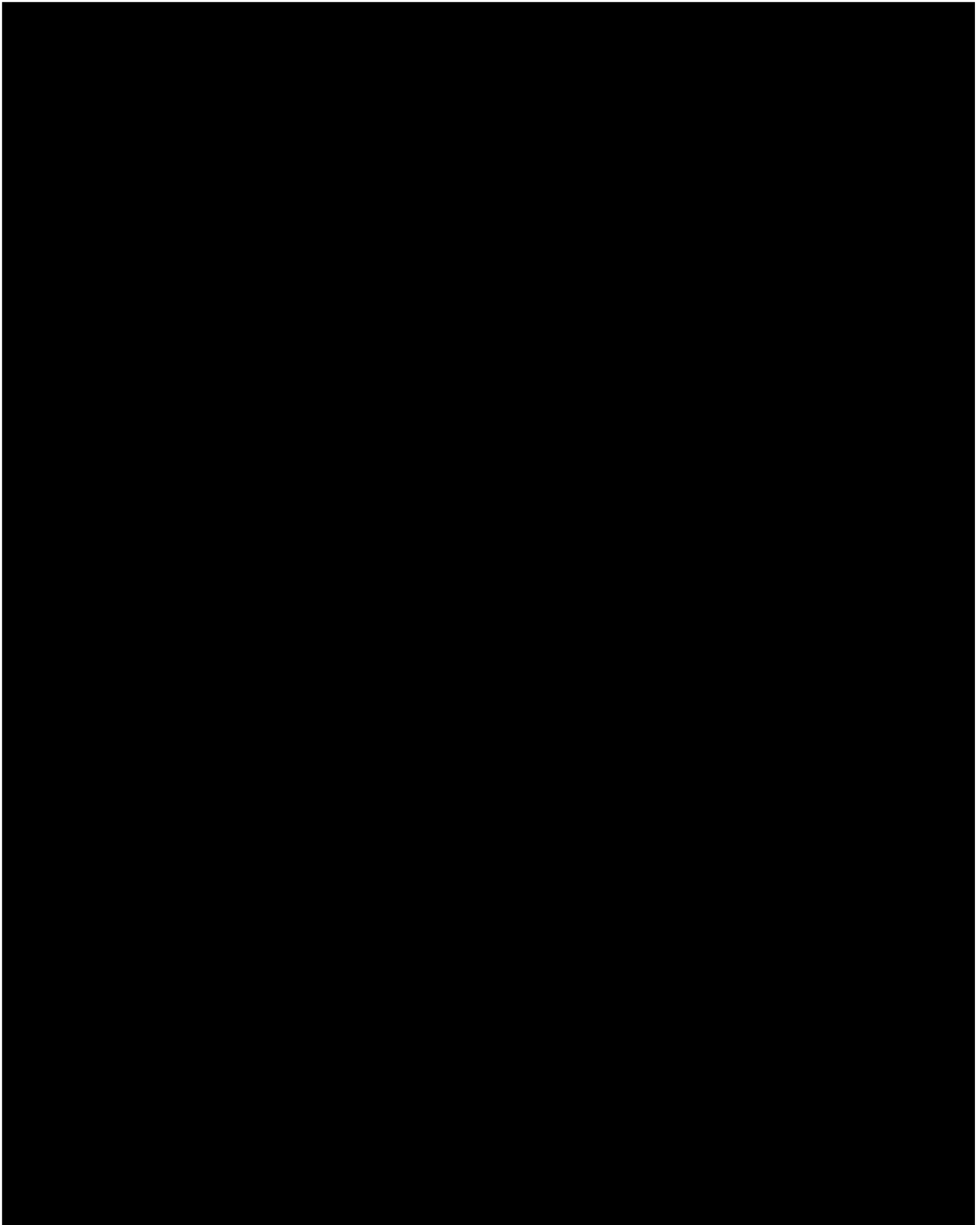




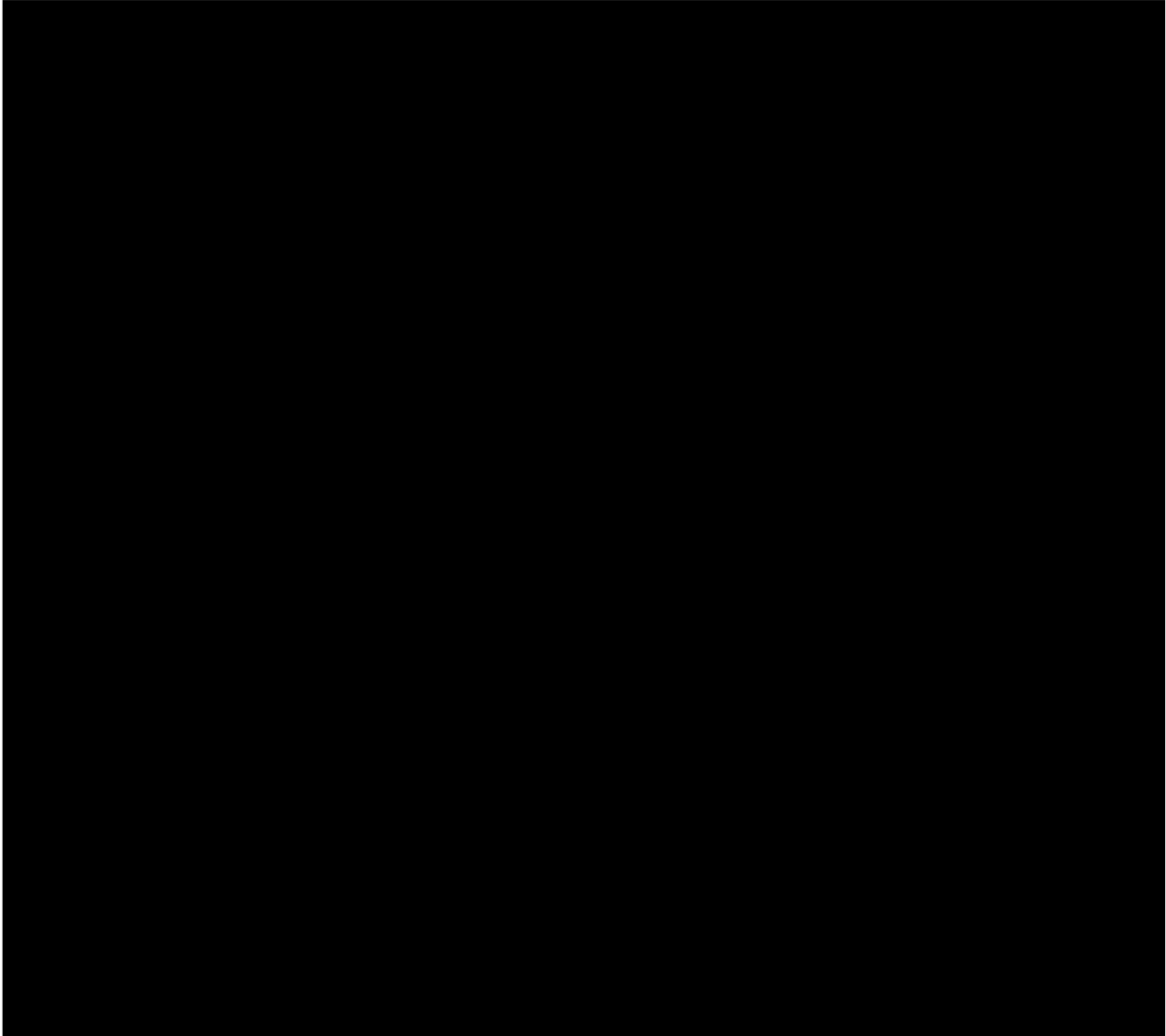
“Intellectual Property” means all worldwide intellectual property rights, including all (i) patents, patent applications, continuations, continuations-in-part, substitutions, renewals, extensions, reexaminations, re-filings, divisions, re-issues, and inventions, (ii) trademarks, service marks, trade names and trade dress, logos, insignias, designs, symbols, or other similar designations of source or origin and general intangible of like nature, which expressly includes the goodwill and any common law rights associated with or symbolized by any of the foregoing, (iii) domain names, (iv) registered and common law copyrights and works of authorships, including copyrights in computer

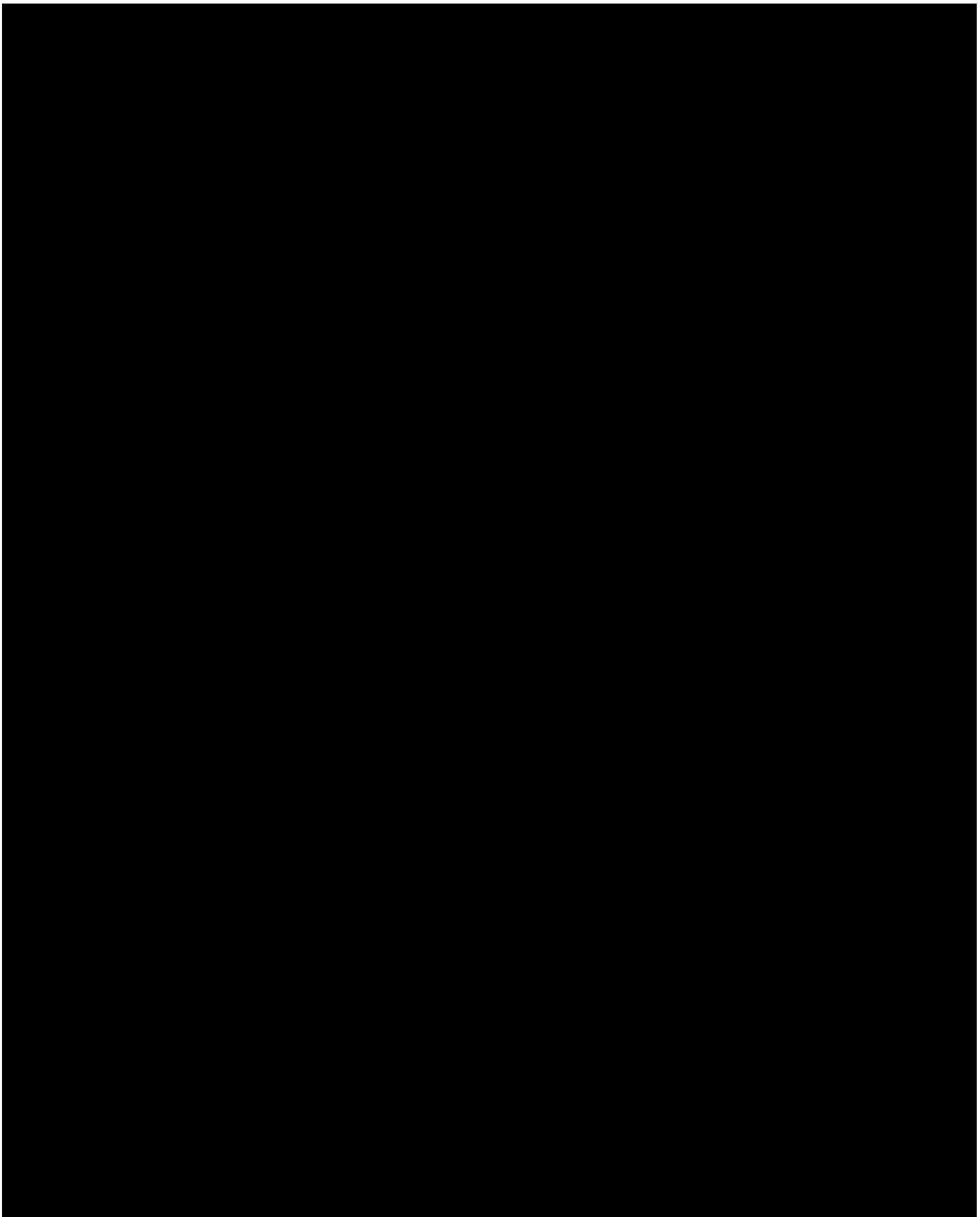
Software, (v) confidential and/or non-public and proprietary information, including trade secrets, confidential business information, ideas, concepts, methods, processes, formulae, reports, data, research and development, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, and know-how ("Trade Secrets"), (vi) registrations and applications for registration and renewal of the foregoing, and (vii) any past, present or future Claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.





"Purchased Intellectual Property Licenses" means (i) licenses or sublicenses of Purchased Intellectual Property granted by any Seller to any third party or any other instruments or other arrangements to which any Seller is a party, pursuant to which any third party has obtained any right, title or interest in any Purchased Intellectual Property, (ii) licenses or sublicenses of Intellectual Property granted by any third party to any Seller for use primarily in connection with the Business (and the transfer of which would not have a material and adverse impact on the Downstream Debtors or any of the Downstream Transferred Assets), or any other permissions or agreements pursuant to which any Seller has obtained any right, title or interest in Intellectual Property used primarily in the Business (and the transfer of which would not have a material and adverse impact on the Downstream Debtors or any of the Downstream Transferred Assets), and (iii) agreements between any Seller and any third party relating to the use, development, prosecution, enforcement or commercialization of Purchased Intellectual Property.

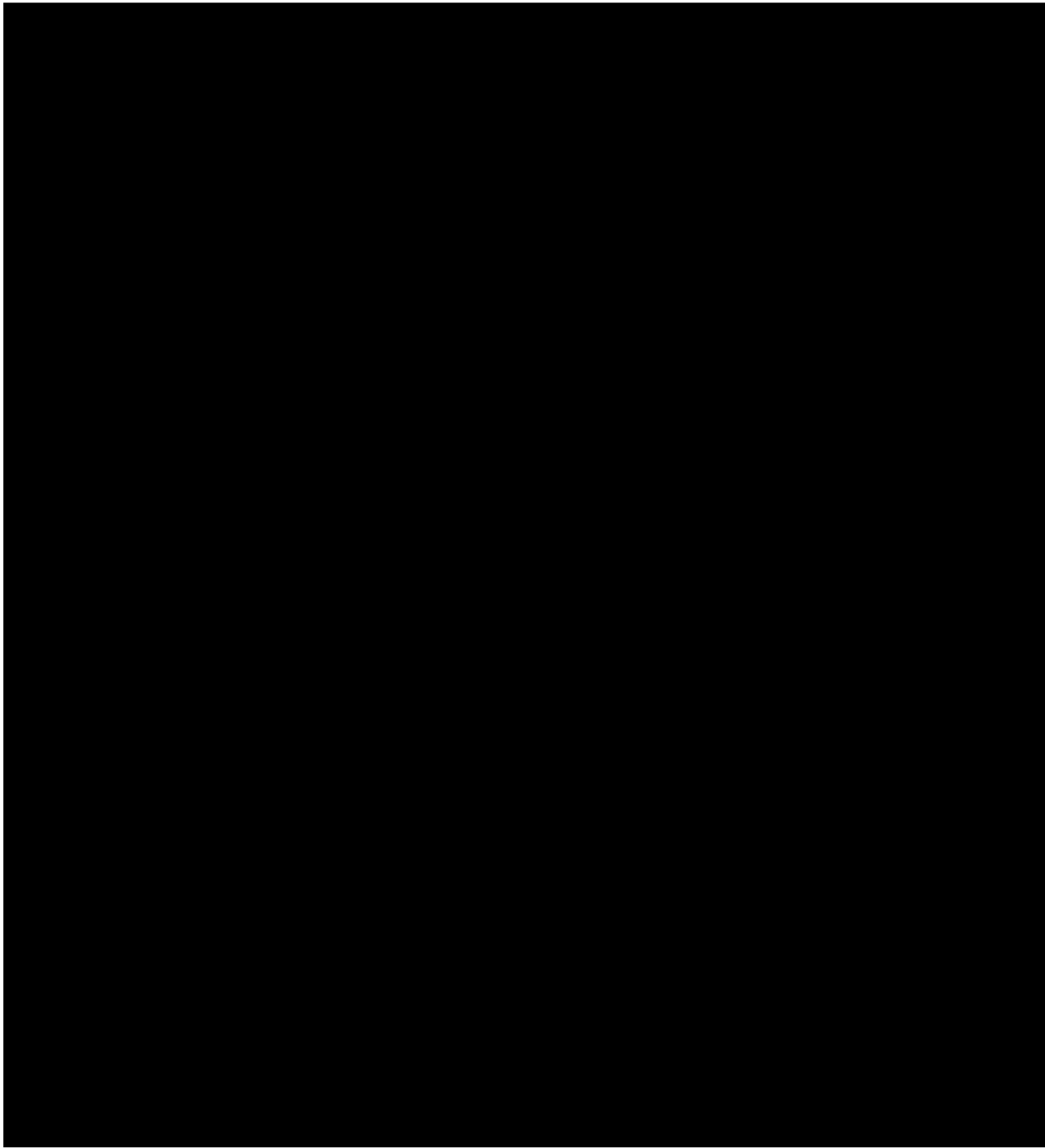




ACTIVE 213897944
NAI-1500932710v12

-9-

PATENT
REEL: 051692 FRAME: 0871



Term
Agreement

Section
Preamble

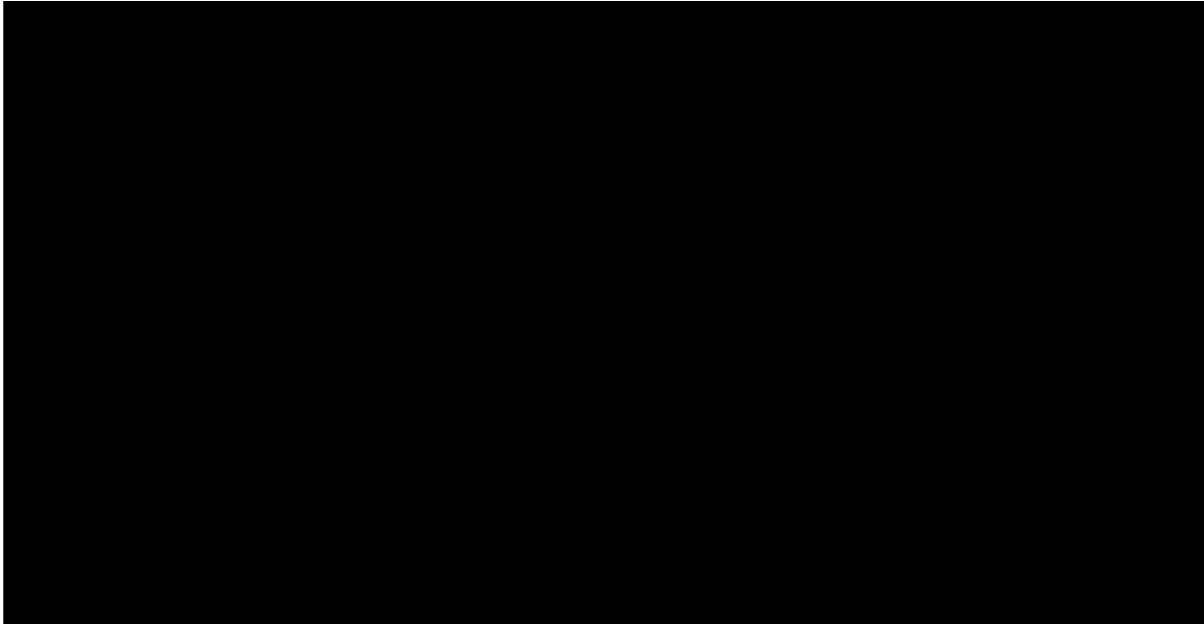
Assignment Agreement

4.2(b)



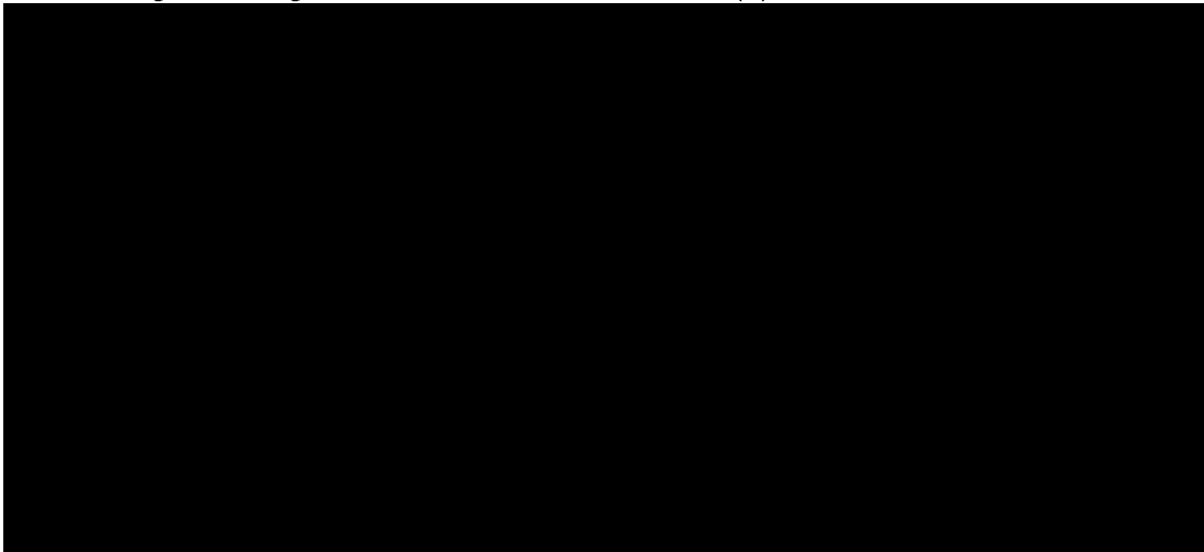
Term

Section



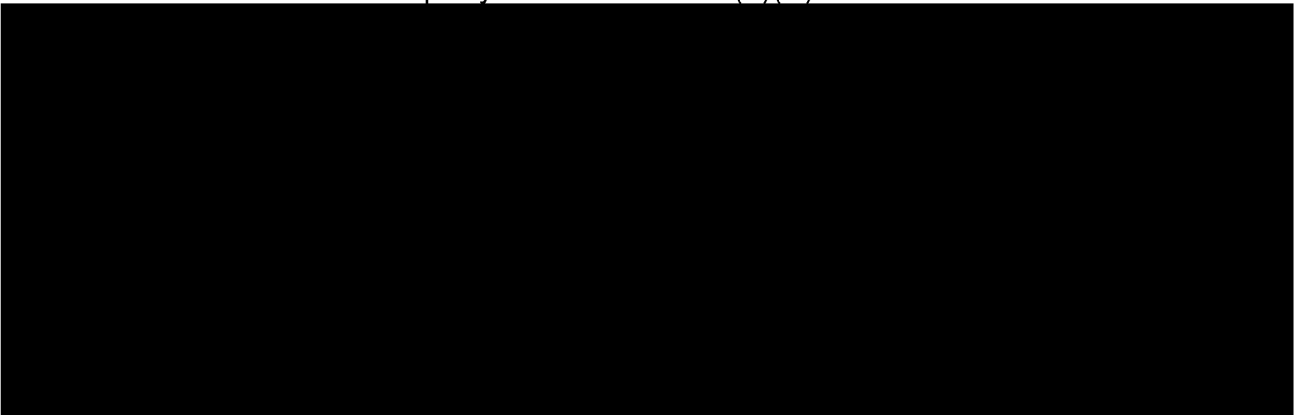
IP Assignment Agreement

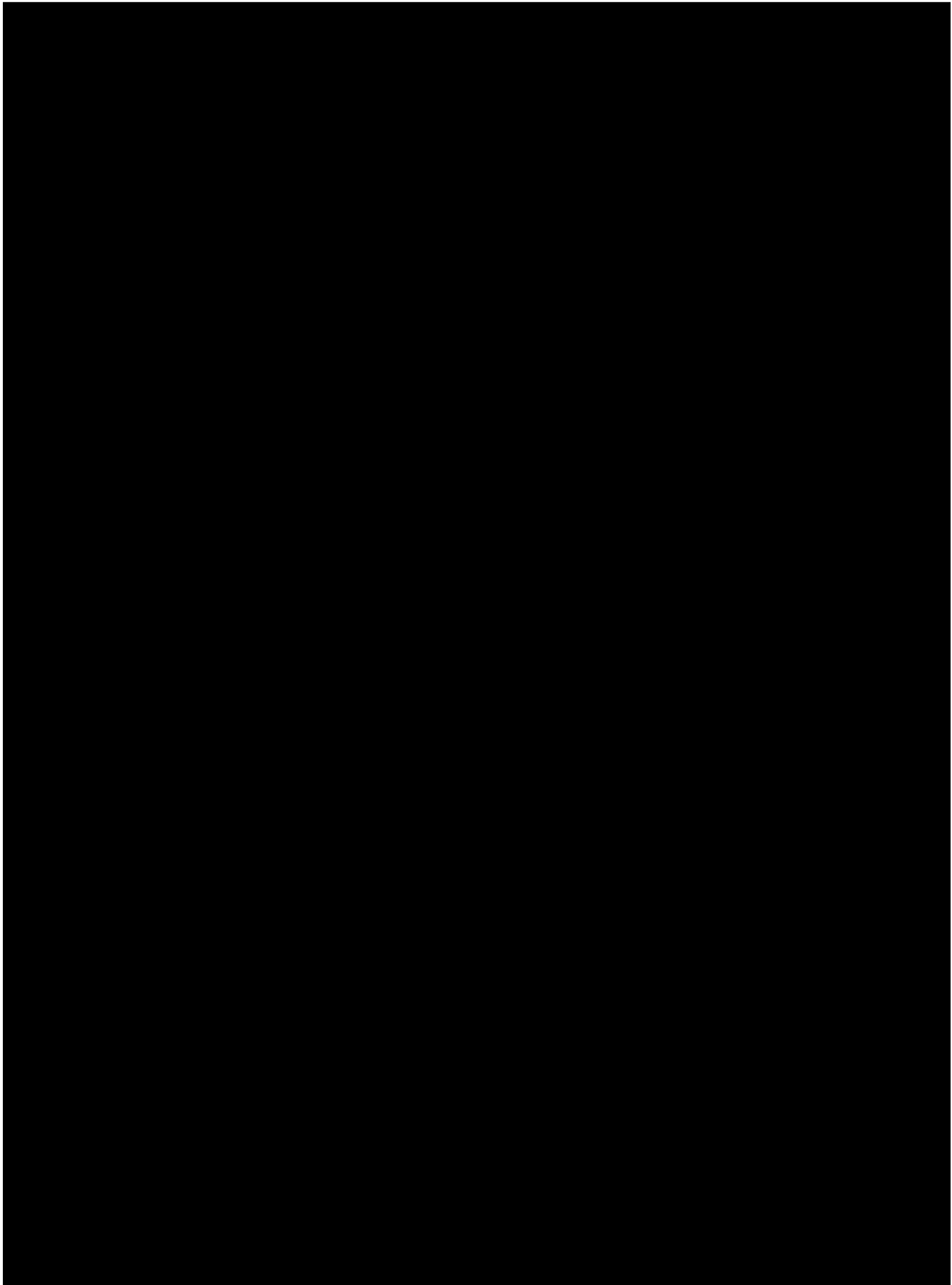
4.2(c)



Purchased Intellectual Property

2.1(b)(iii)





II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will purchase, acquire and accept from the applicable Seller, and each Seller will sell, transfer, assign, convey and deliver to Purchaser, all of such Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than those Liens created by Purchaser and Permitted Exceptions) and Excluded Liabilities.

(b) The term "Purchased Assets" means the following properties, assets, rights and Claims of any Seller (other than the Excluded Assets):

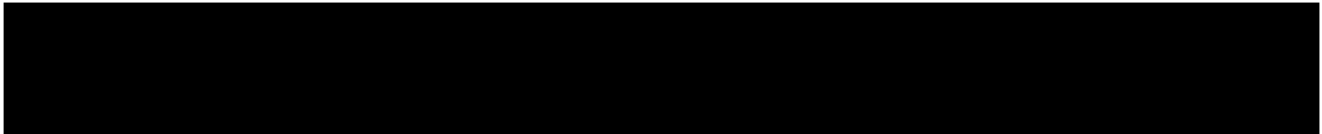
(iii) the Intellectual Property and the associated goodwill of Sellers (A) related to the design, development, marketing and sale of rare earth-based products for the removal of contaminants from water, including SorbX™ and PhosFIX™ trademarks, (B) related to the process patents set forth on Schedule 2.1(b)(iii), and (C) otherwise as expressly set forth on Schedule 2.1(b)(iii)(C) (collectively, the "Purchased Intellectual Property"); and

(iv) the Contracts related to the Purchased Intellectual Property to which any Seller is a party (including Purchased Intellectual Property Licenses), as set forth on Schedule 2.1(b)(iv) (collectively, the "Purchased Contracts").

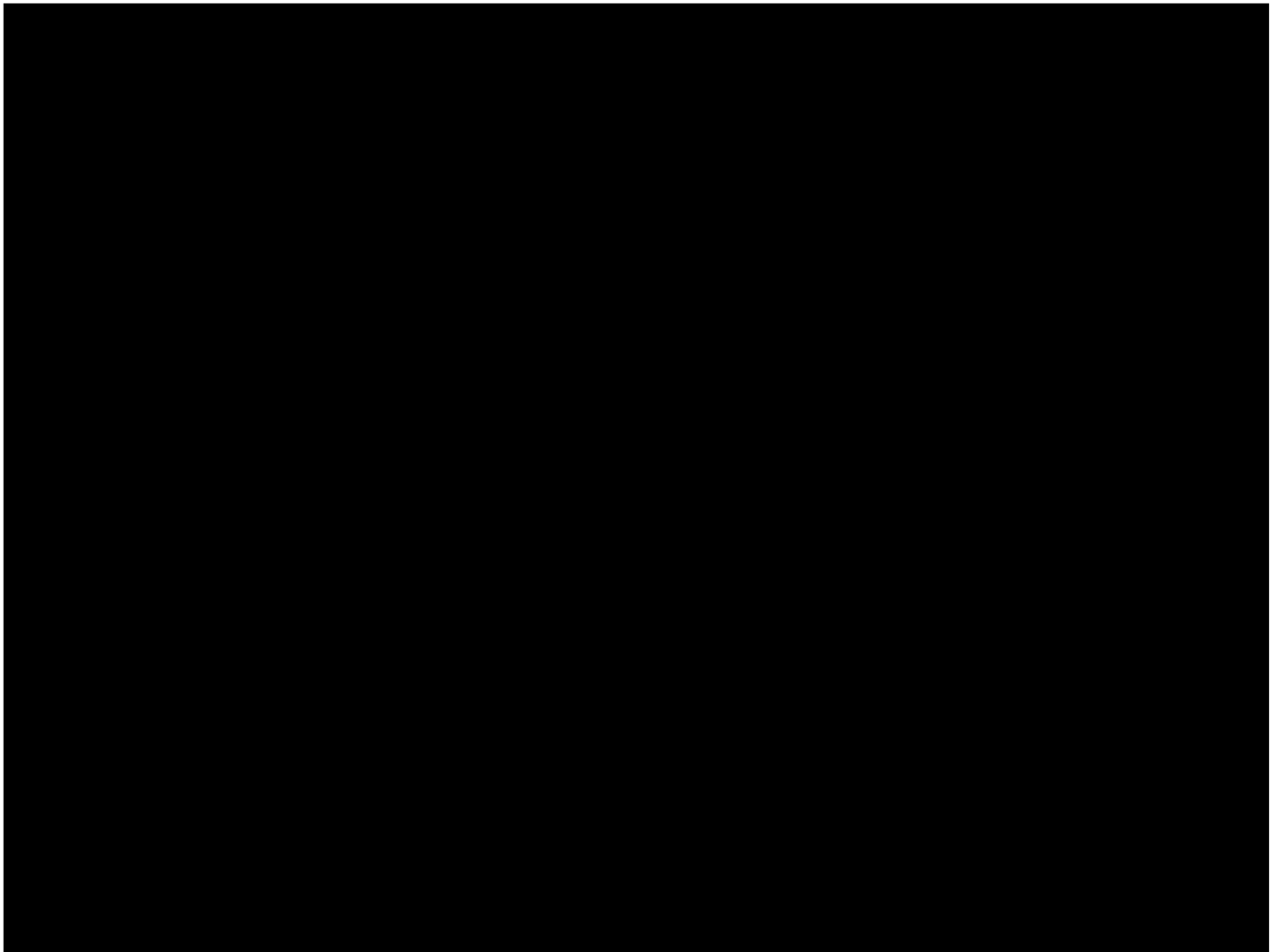
Notwithstanding anything herein to the contrary, Purchaser may, from time to time, remove any Purchased Asset from this Section 2.1 in its sole and absolute discretion until two Business Days prior to the Closing and elect to treat such Contract, Permit and/or other asset as an Excluded Asset; provided that after the Closing, Purchaser may declare any Contract to be an Excluded Contract if the Cure Costs for any such

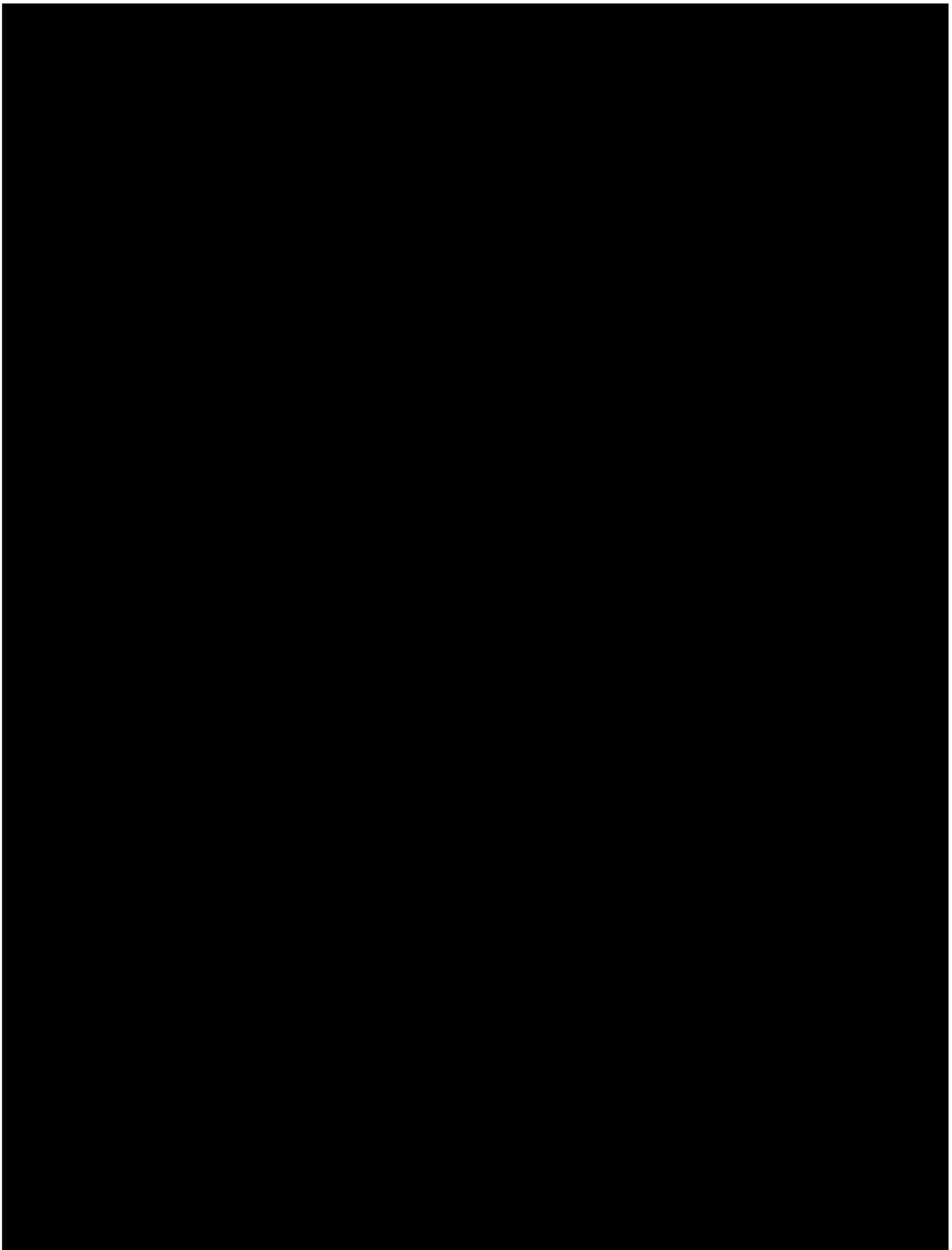
Contract are subject to dispute as of the Closing and are determined by the Bankruptcy Court after the Closing to be greater than the amount set forth in Schedule 2.3(c) with respect to such Contract; provided, further, that no such exclusion or declaration shall result in any adjustment of the Purchase Price. For the avoidance of doubt, the cost for determining the Cure Costs (whether before or after the Closing) shall be borne by Sellers.

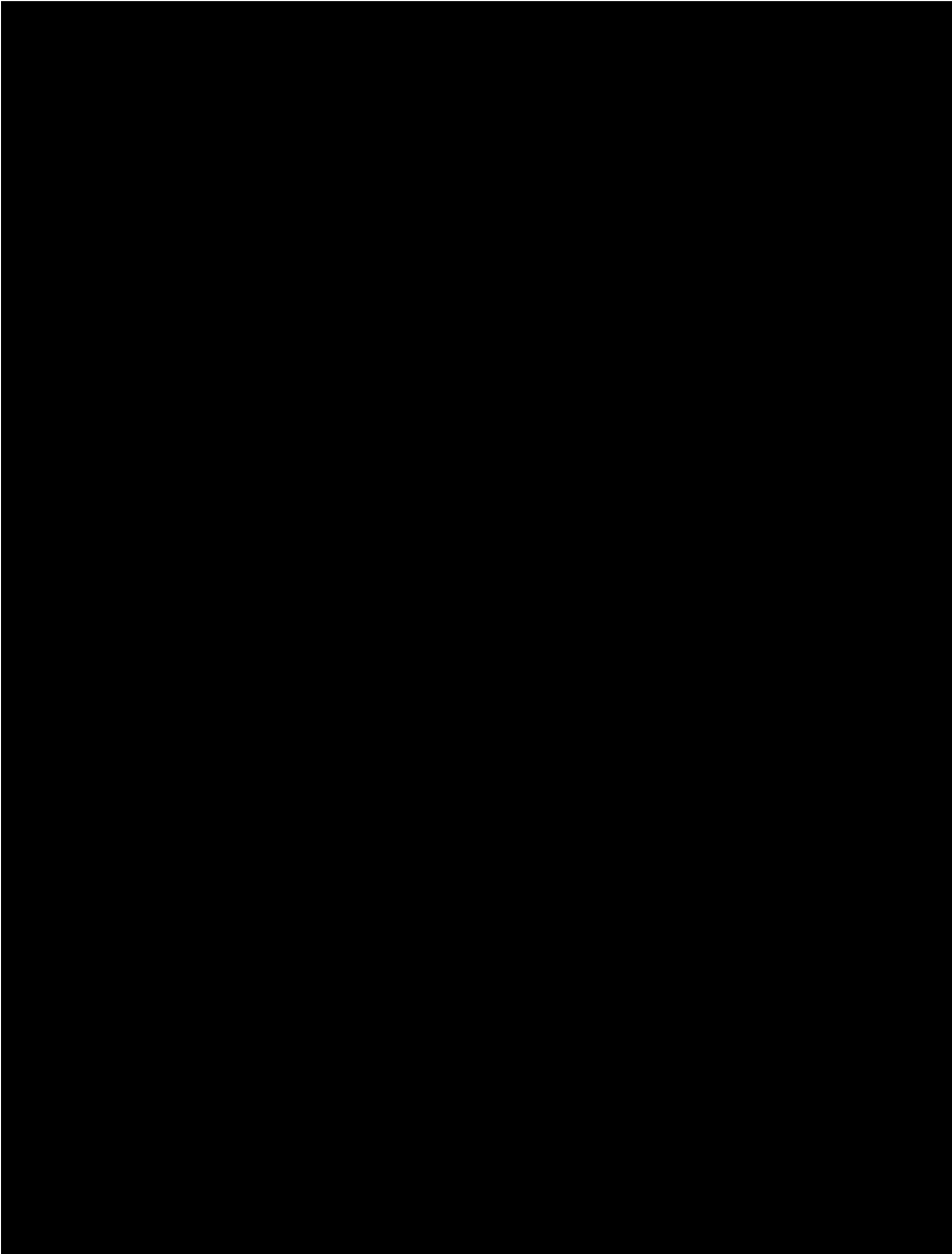
2.2 Excluded Assets. Nothing herein contained will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets, subject to any Purchaser Lien. The term "Excluded Assets" means all assets, properties and rights of any Seller other than the Purchased Assets, including:

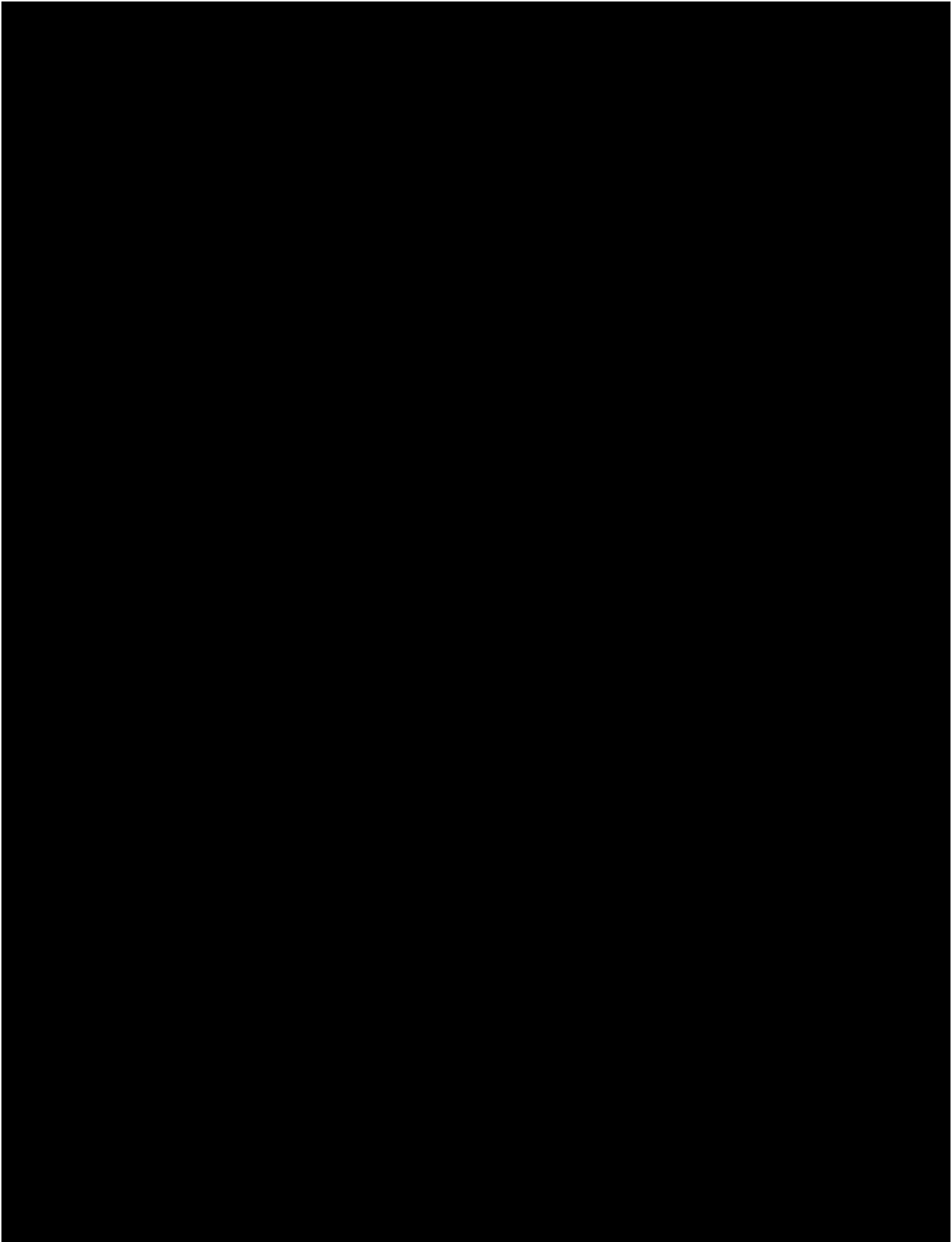


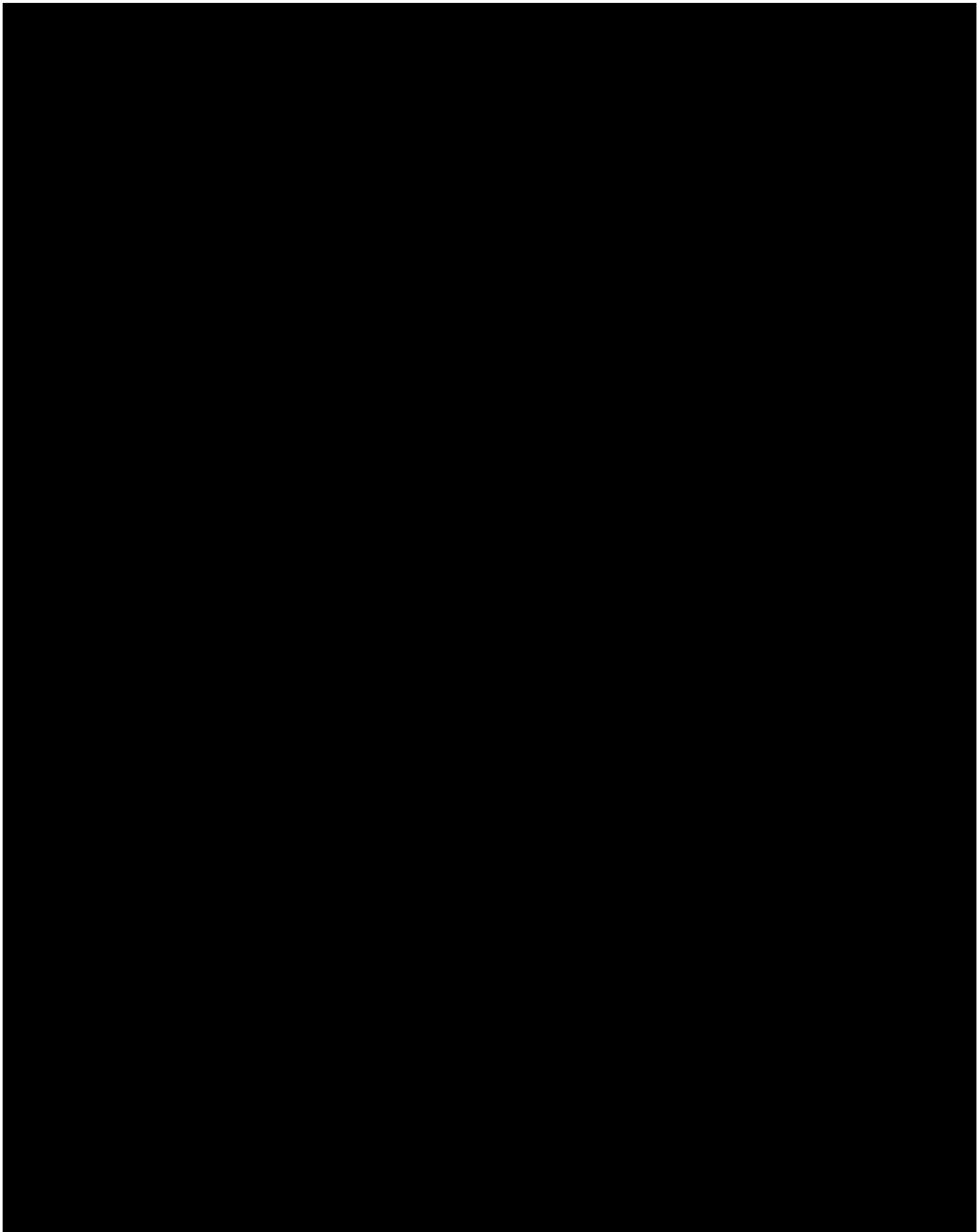
(c) all Intellectual Property owned by any of the Sellers other than the Purchased Intellectual Property, including but not limited to the Excluded Downstream Intellectual Property;

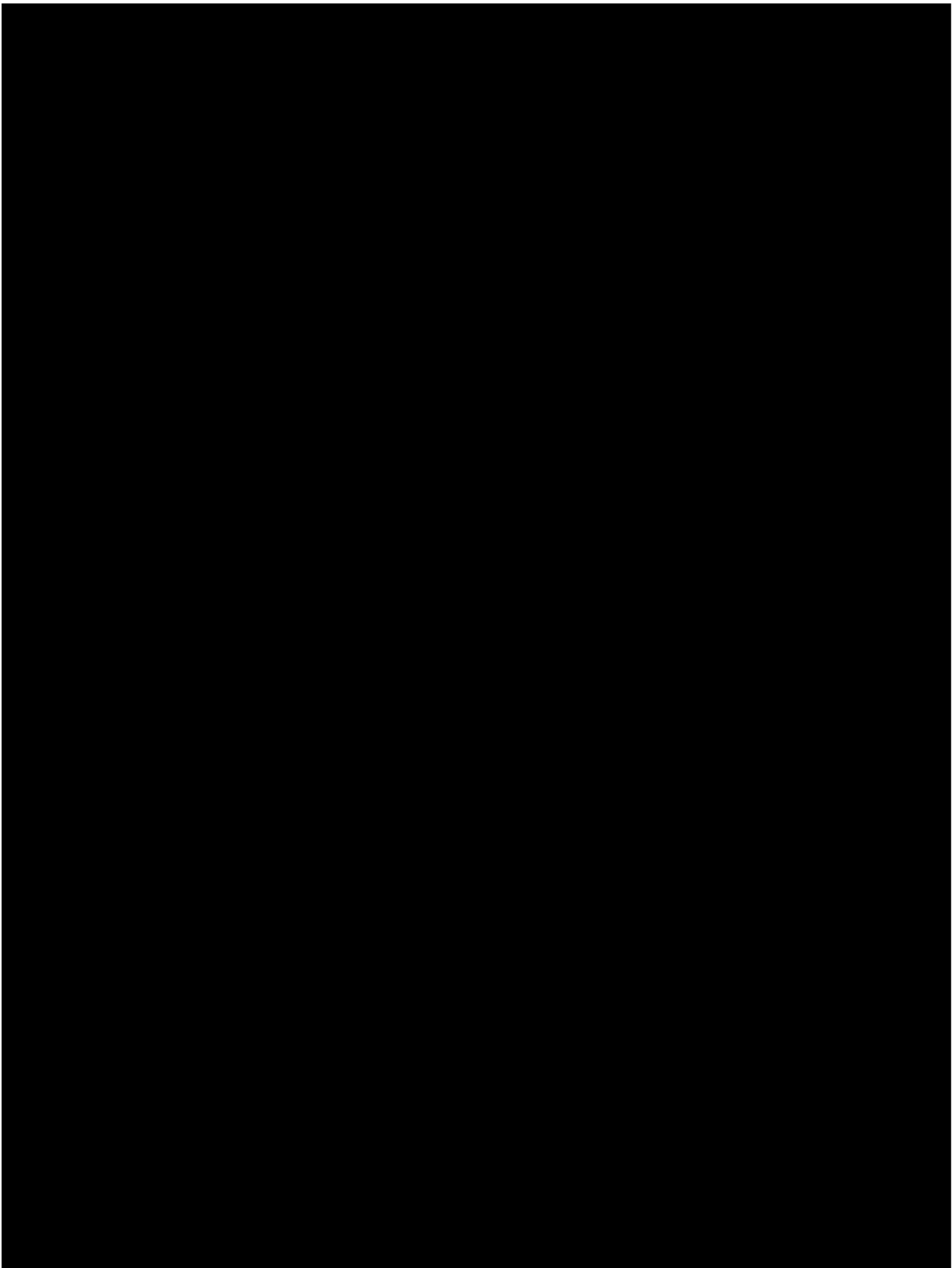


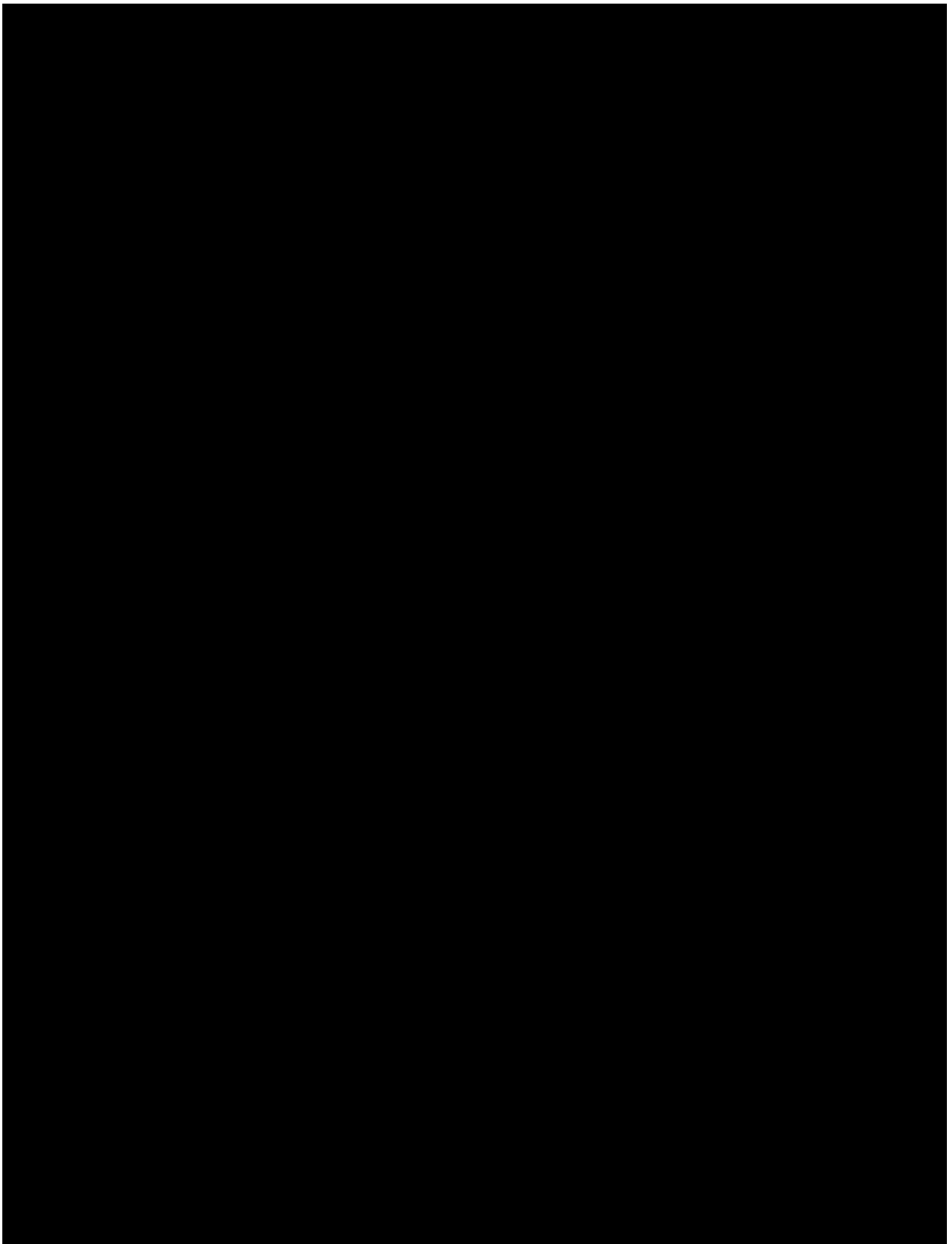


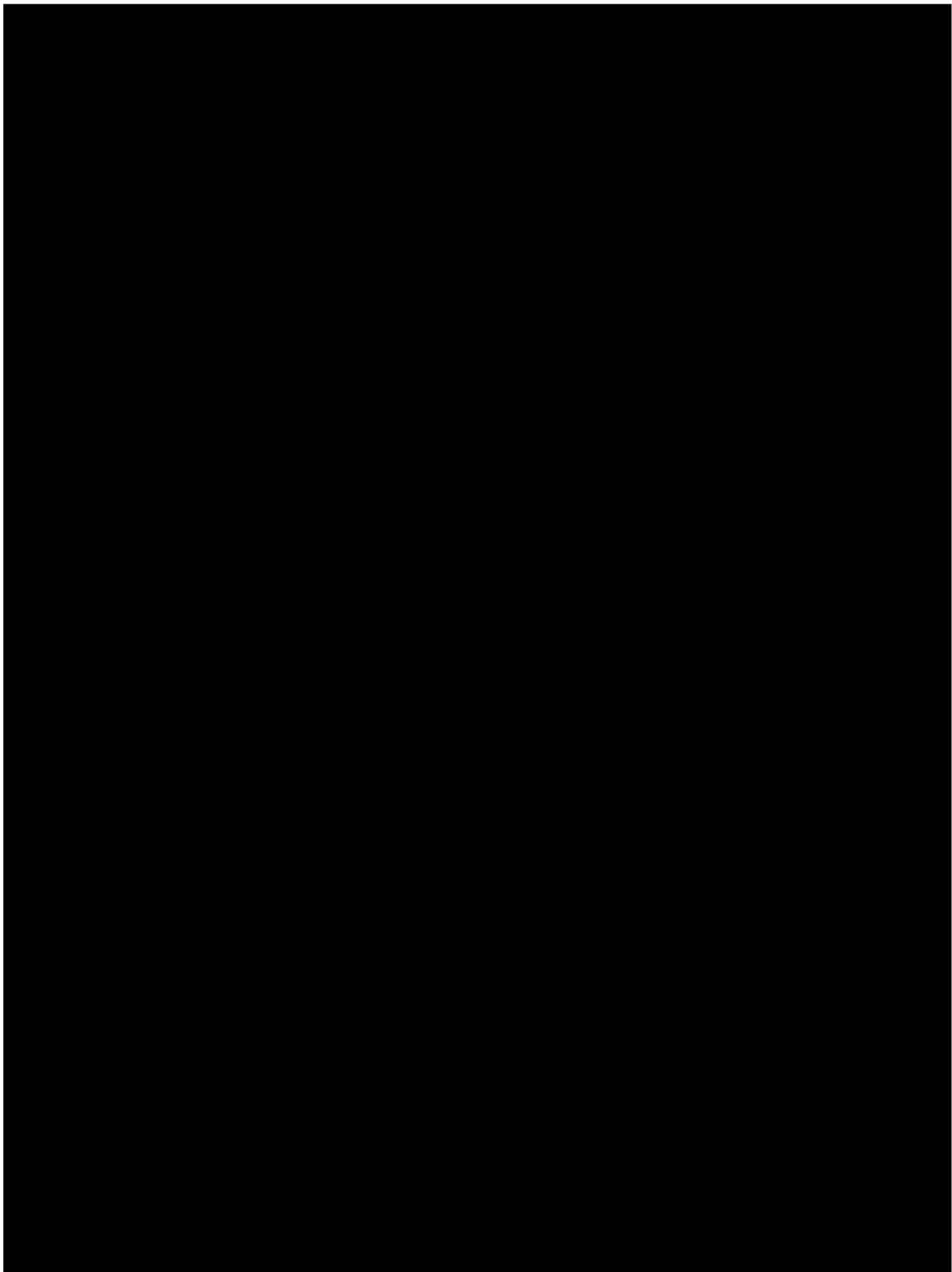


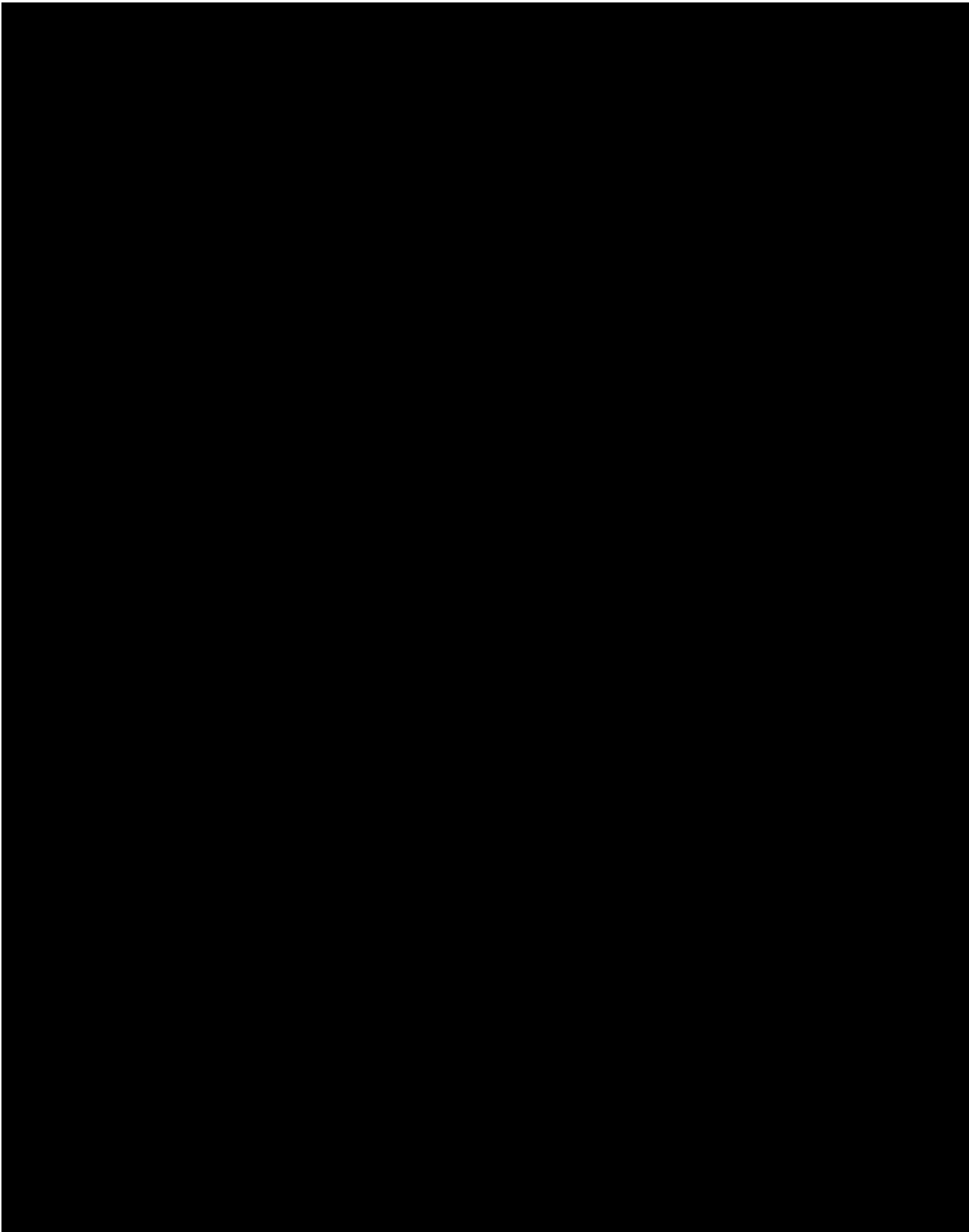


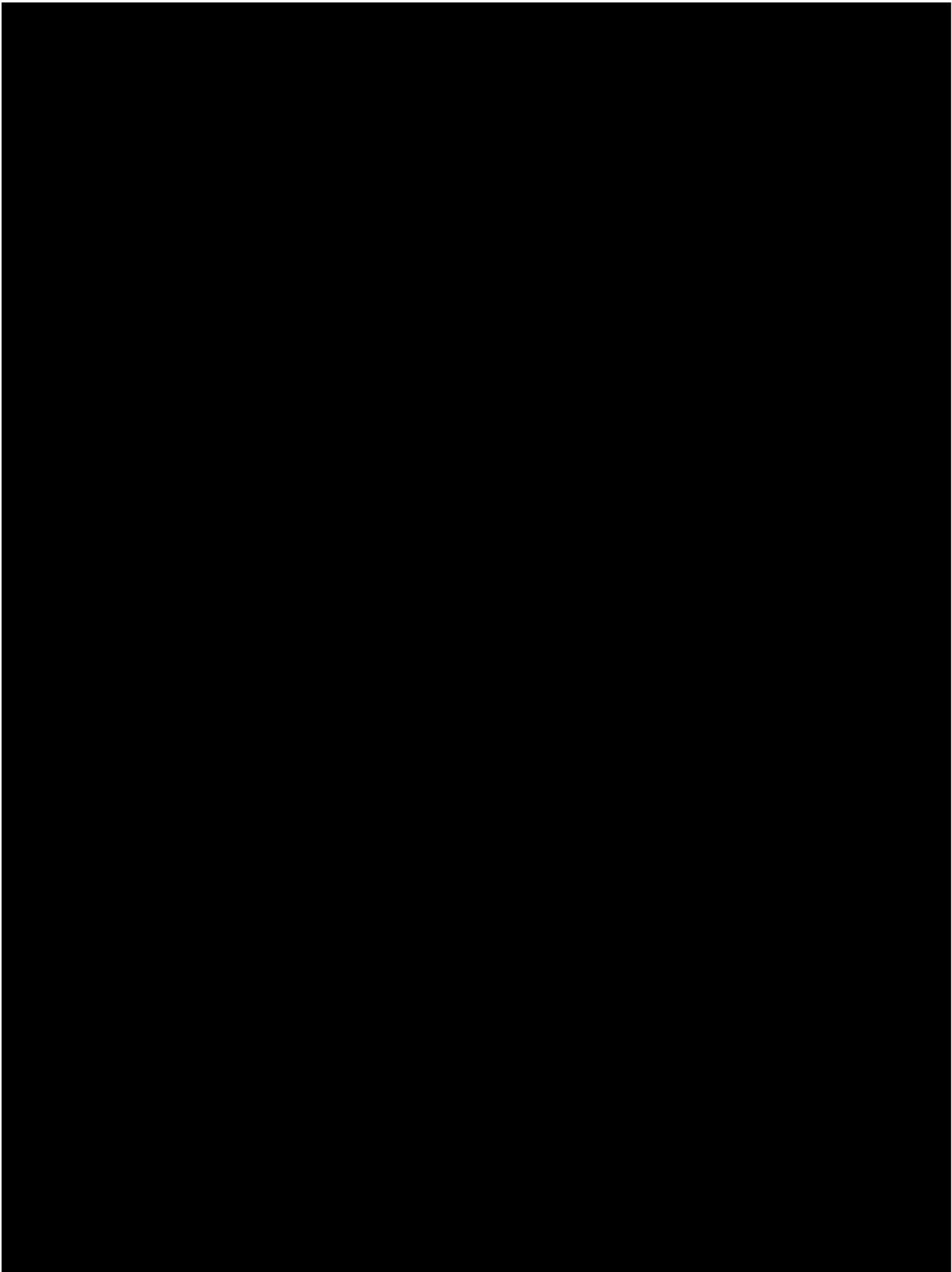












5.6 Intellectual Property; Intellectual Property Licenses.

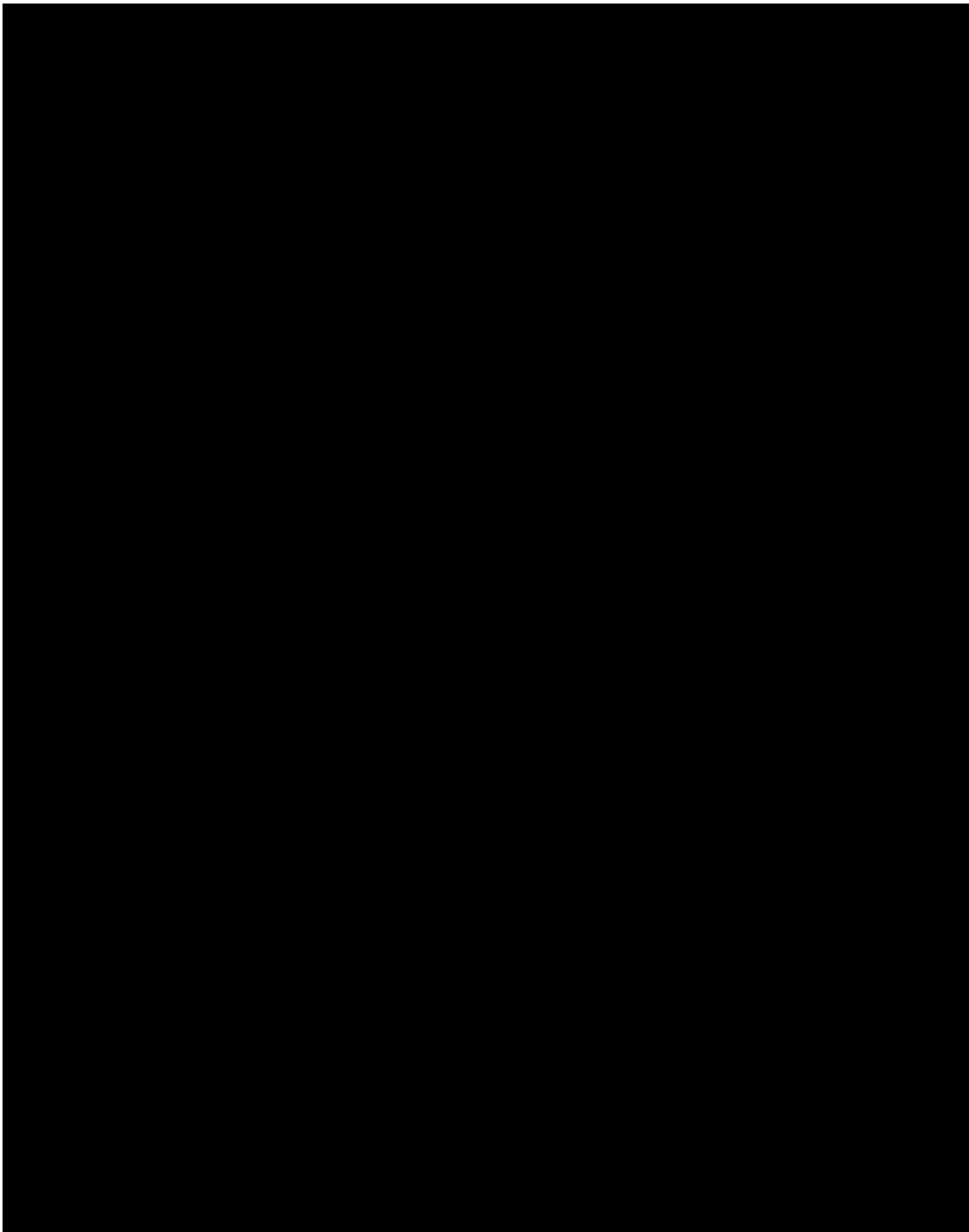
(a) Schedule 5.6(a) sets forth an accurate and complete list of all Purchased Intellectual Property. The Purchased Intellectual Property is valid, subsisting, and enforceable. Sellers exclusively own all right, title and interest to, or have a right to use, the Purchased Intellectual Property, and can convey such property free and clear of Liens pursuant to the Sale Order.

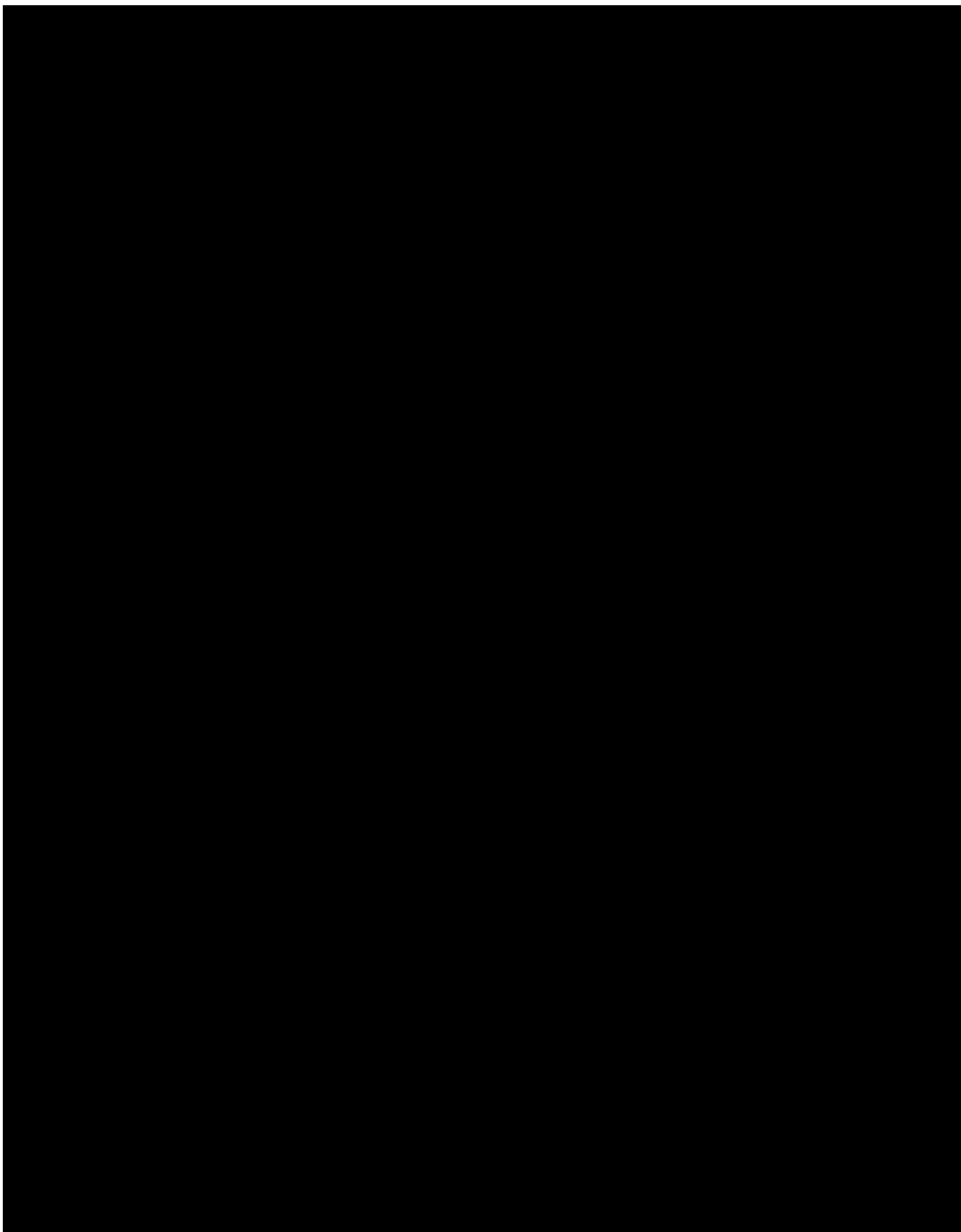
(b) To the Knowledge of Sellers, (i) no Person is engaging in any activity that infringes any Purchased Intellectual Property or has engaged in any such activity during the three (3) years prior to the Effective Date, and (ii) no Claim has been asserted or threatened against any Seller that the use of any Purchased Intellectual Property infringes or violates the Intellectual Property of any third party.

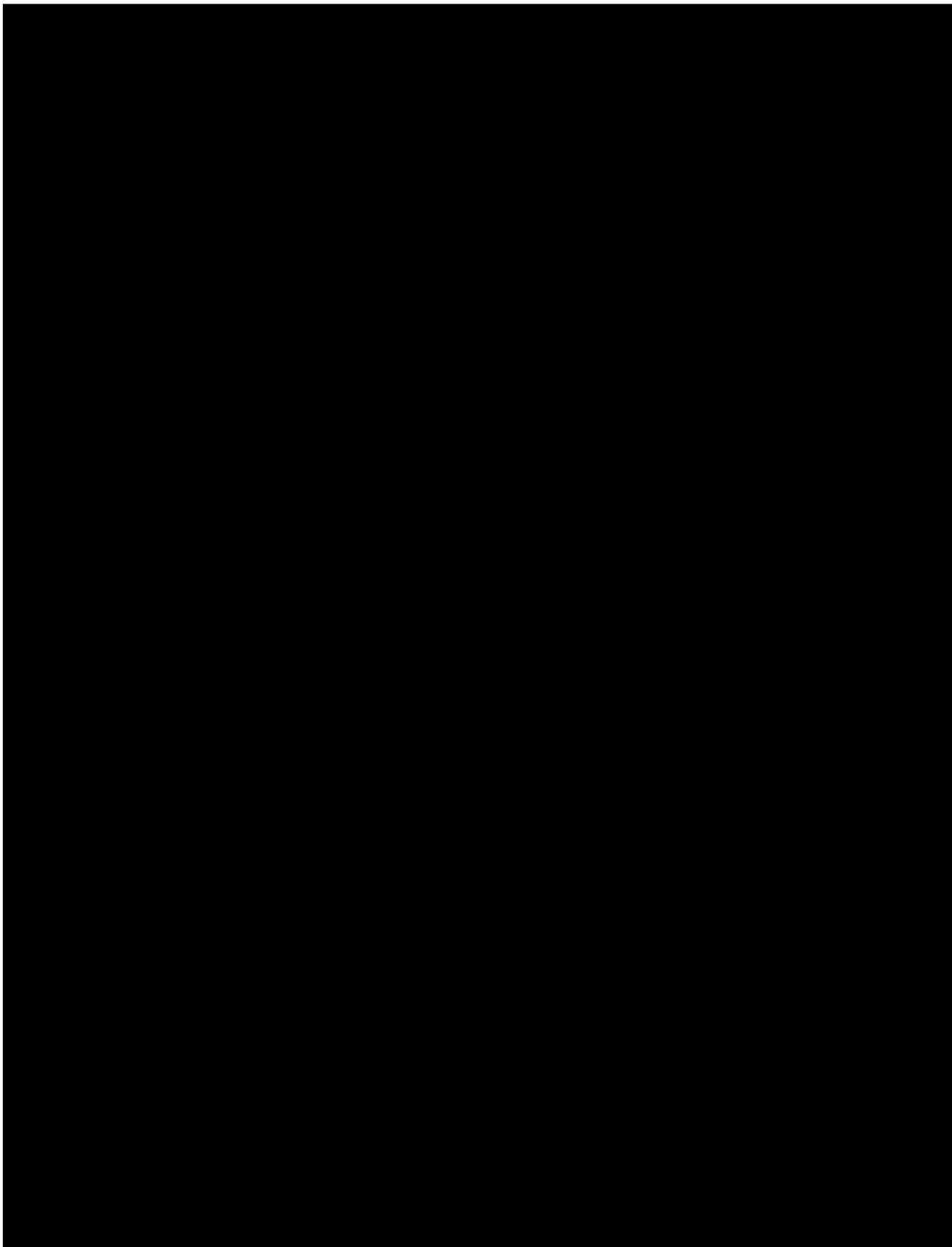
(c) All Purchased Intellectual Property created by employees of Sellers in the course of employment is owned by Sellers. No current or former employee, consultant, independent contractor or other Person has any ownership interest in any Purchased Intellectual Property.

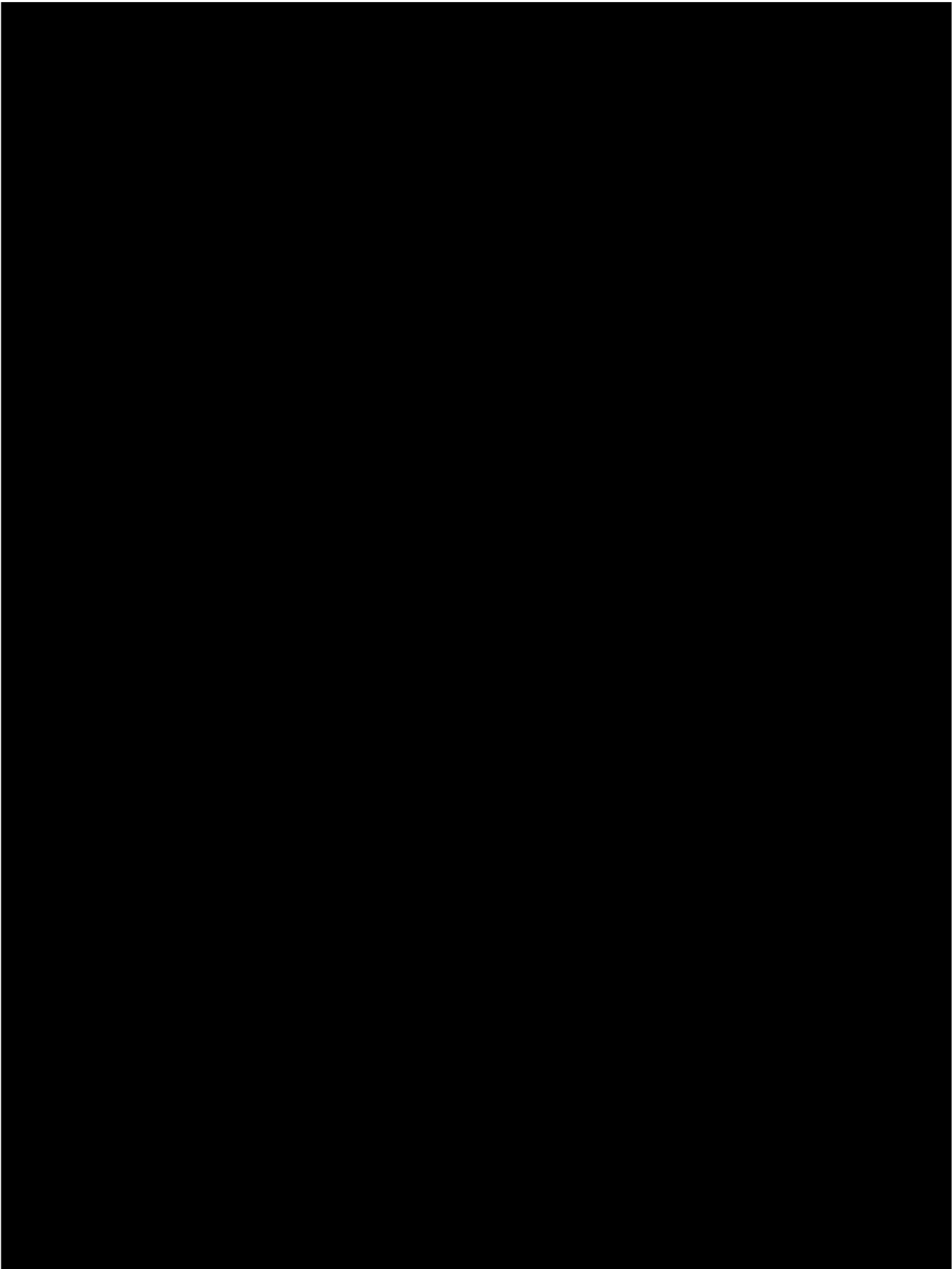
(d) Except pursuant to the Purchased Contracts, to the Knowledge of Sellers, no other Person has any right to use any of the Purchased Intellectual Property. Except pursuant to the Purchased Contracts, Sellers do not pay any royalties or other consideration for the right to use any Intellectual Property rights of third parties licensed to Sellers pursuant to Purchased Intellectual Property Licenses.

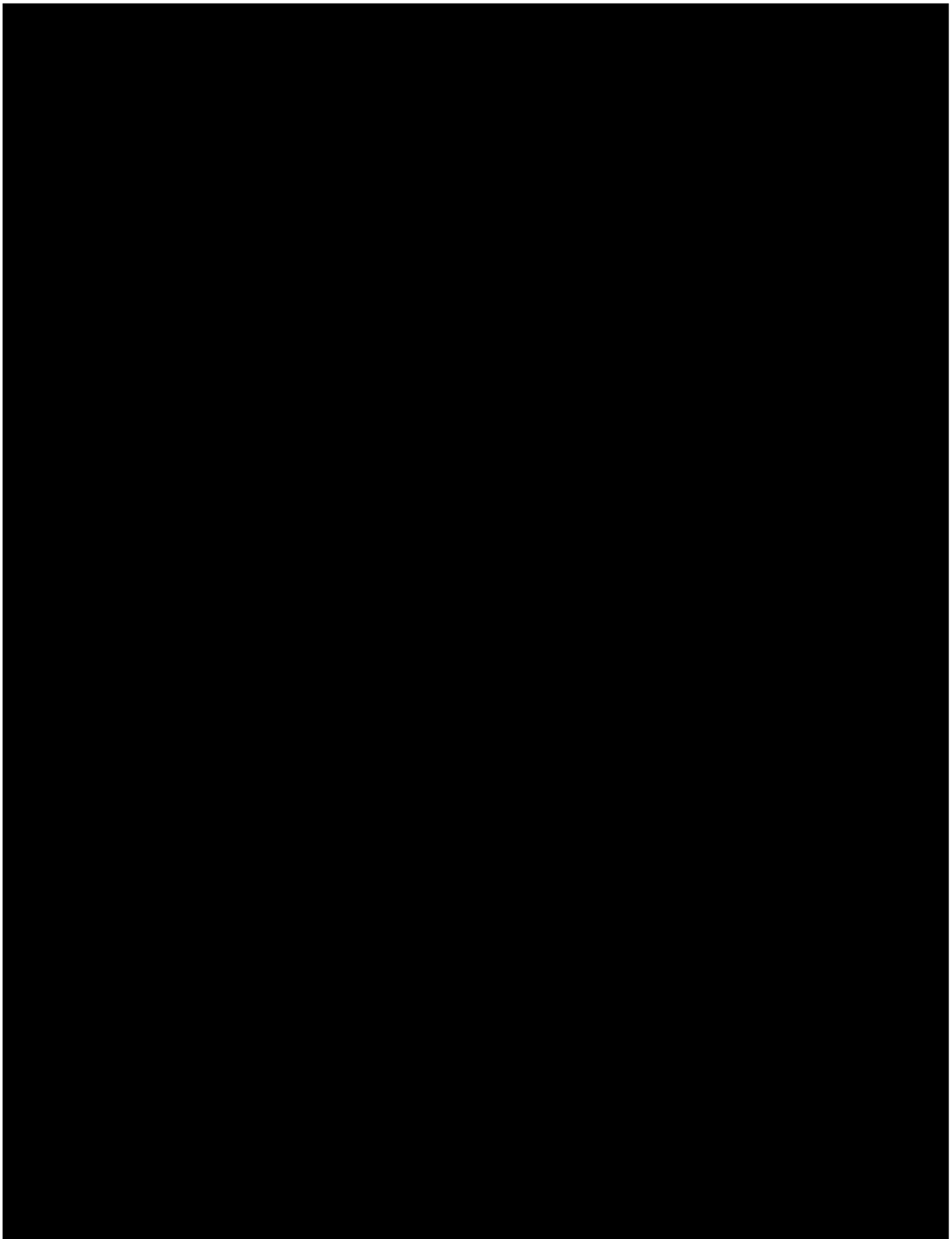
(e) Neither the execution of this Agreement nor the consummation of the Transactions contemplated by this Agreement will result in the (i) loss or impairment of any right of Purchaser to own, use, practice or otherwise exploit any Purchased Intellectual Property; (ii) grant of any license, right, covenant or ownership interest to any Person with respect to any Purchased Intellectual Property; or (iii) Purchaser being bound by, or subject to, any non-compete or other restriction on the operation or scope of its business. As of immediately following the Closing, Purchaser will have the right to exercise all of its current rights under agreements granting rights with respect to the Purchased Intellectual Property of a third Person to materially the same extent and in materially the same manner as Sellers would have been able to had the transaction contemplated by this Agreement not occurred, and without the payment of any additional consideration solely as a result of such transaction and without the necessity of any third party consents.

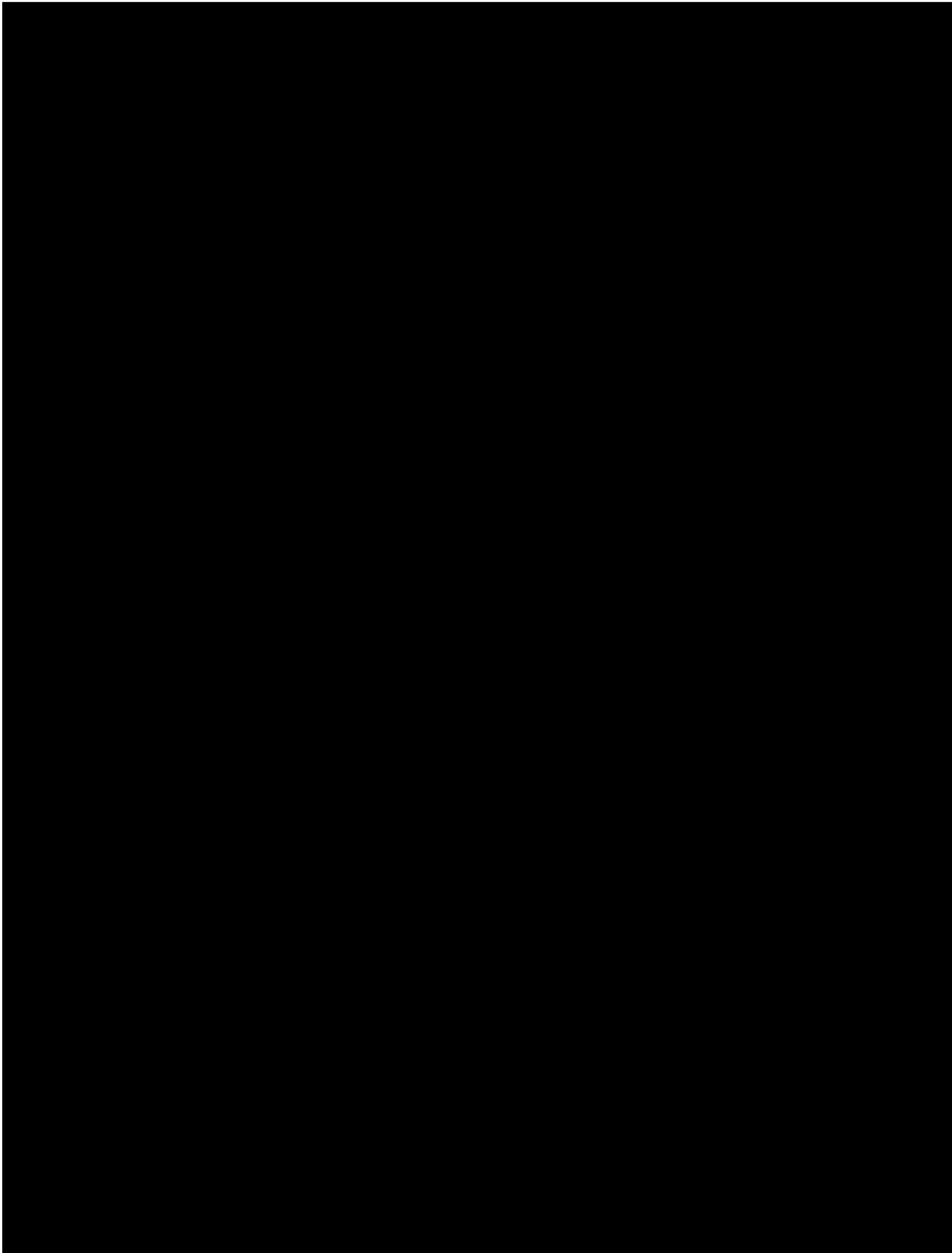


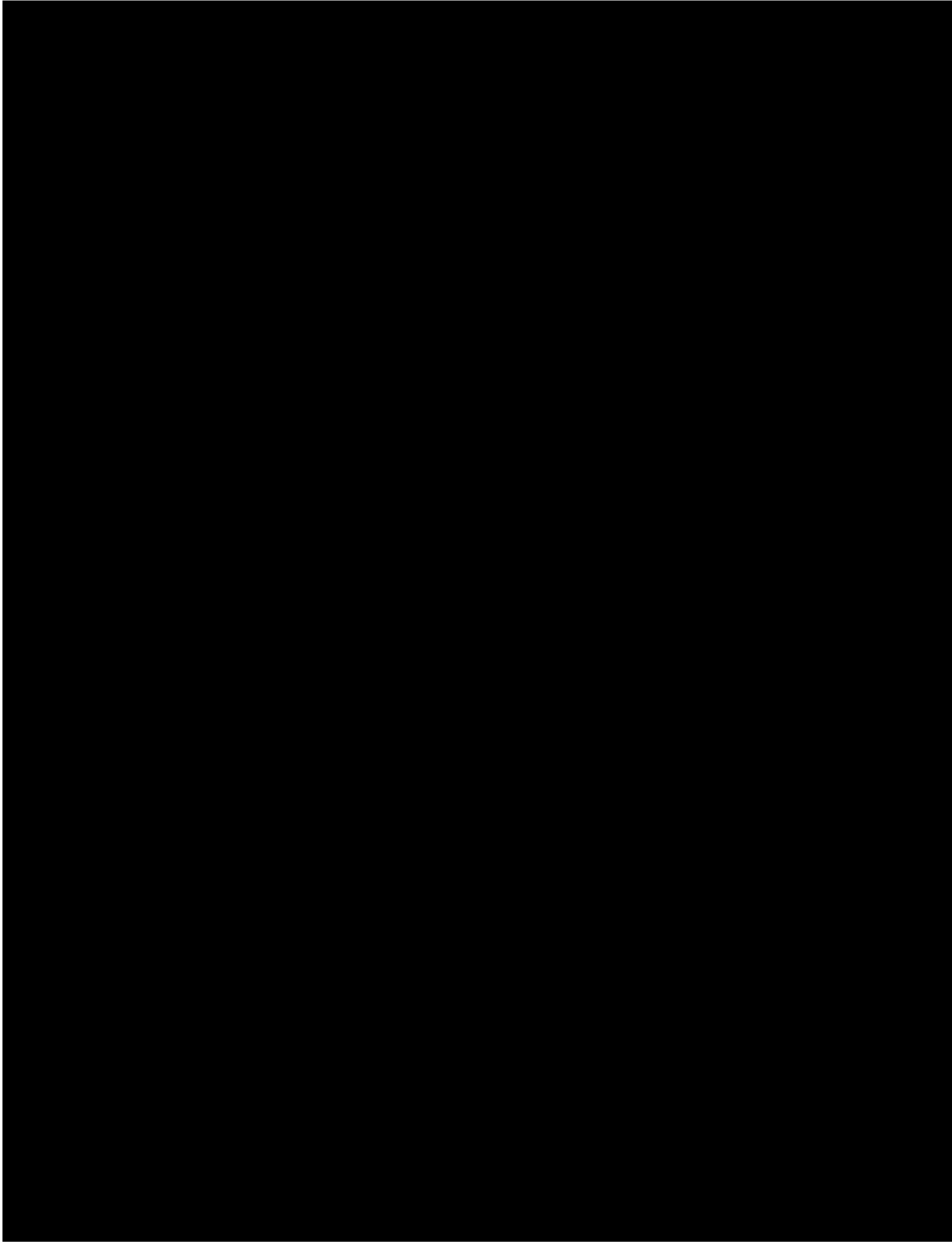


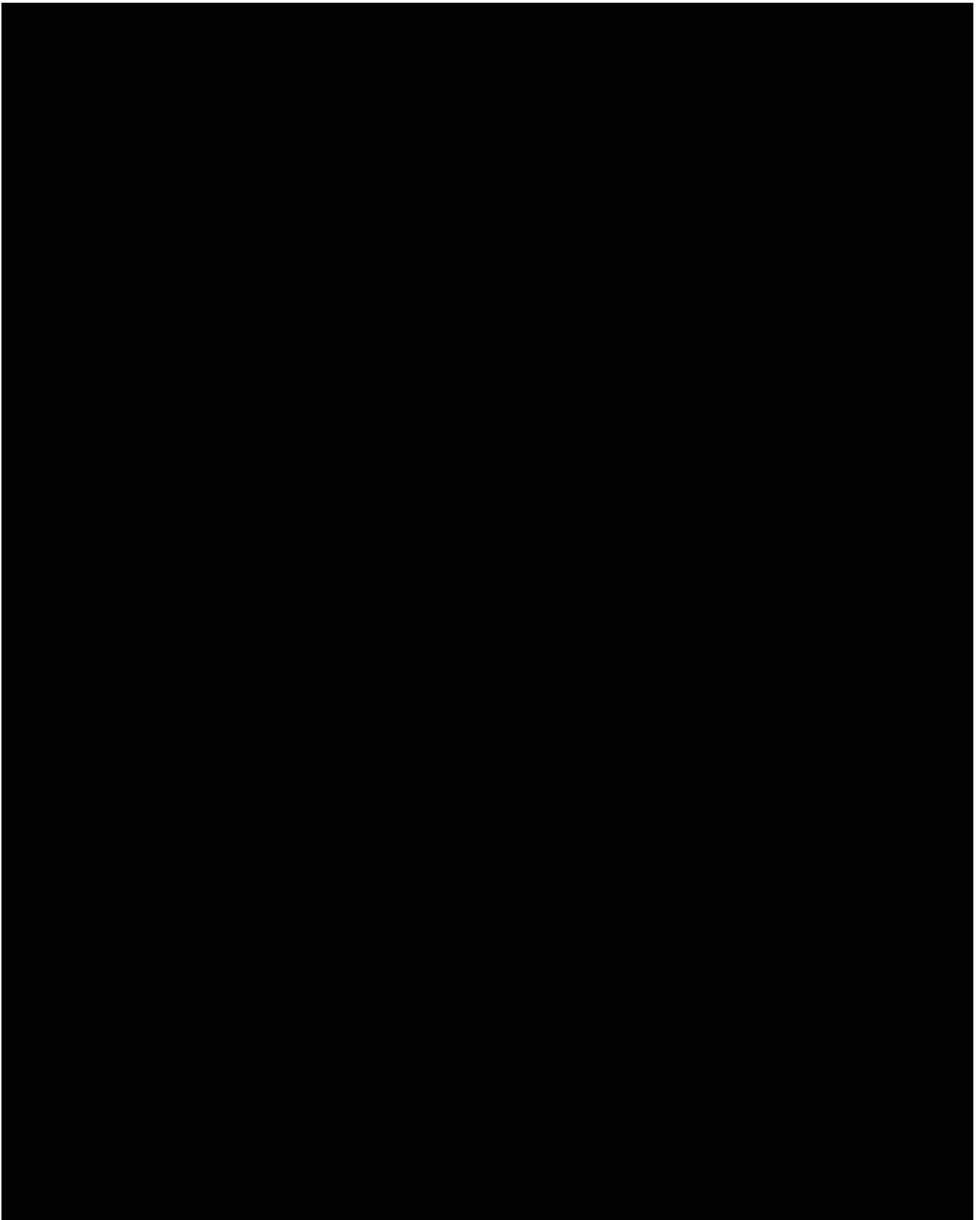


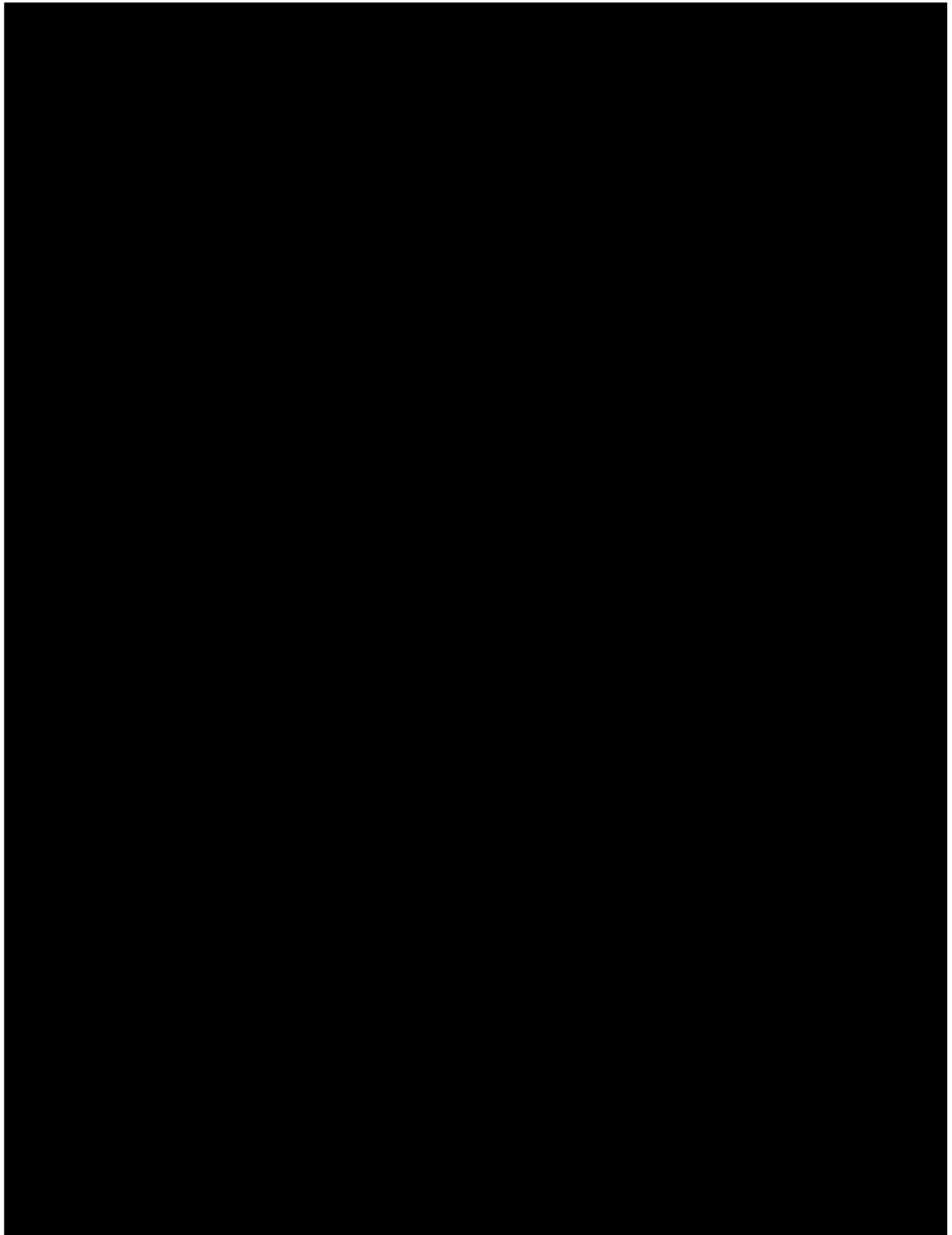


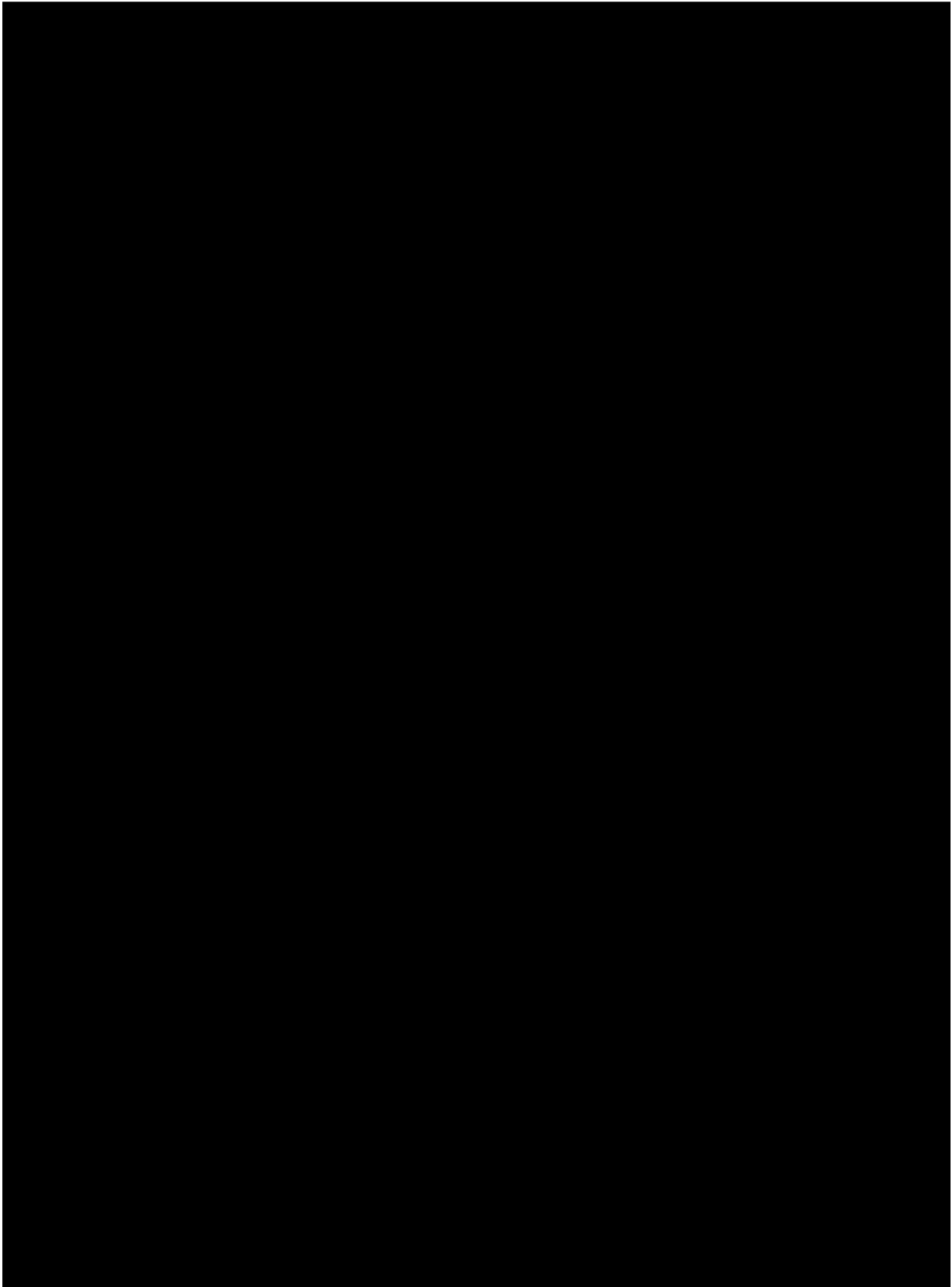


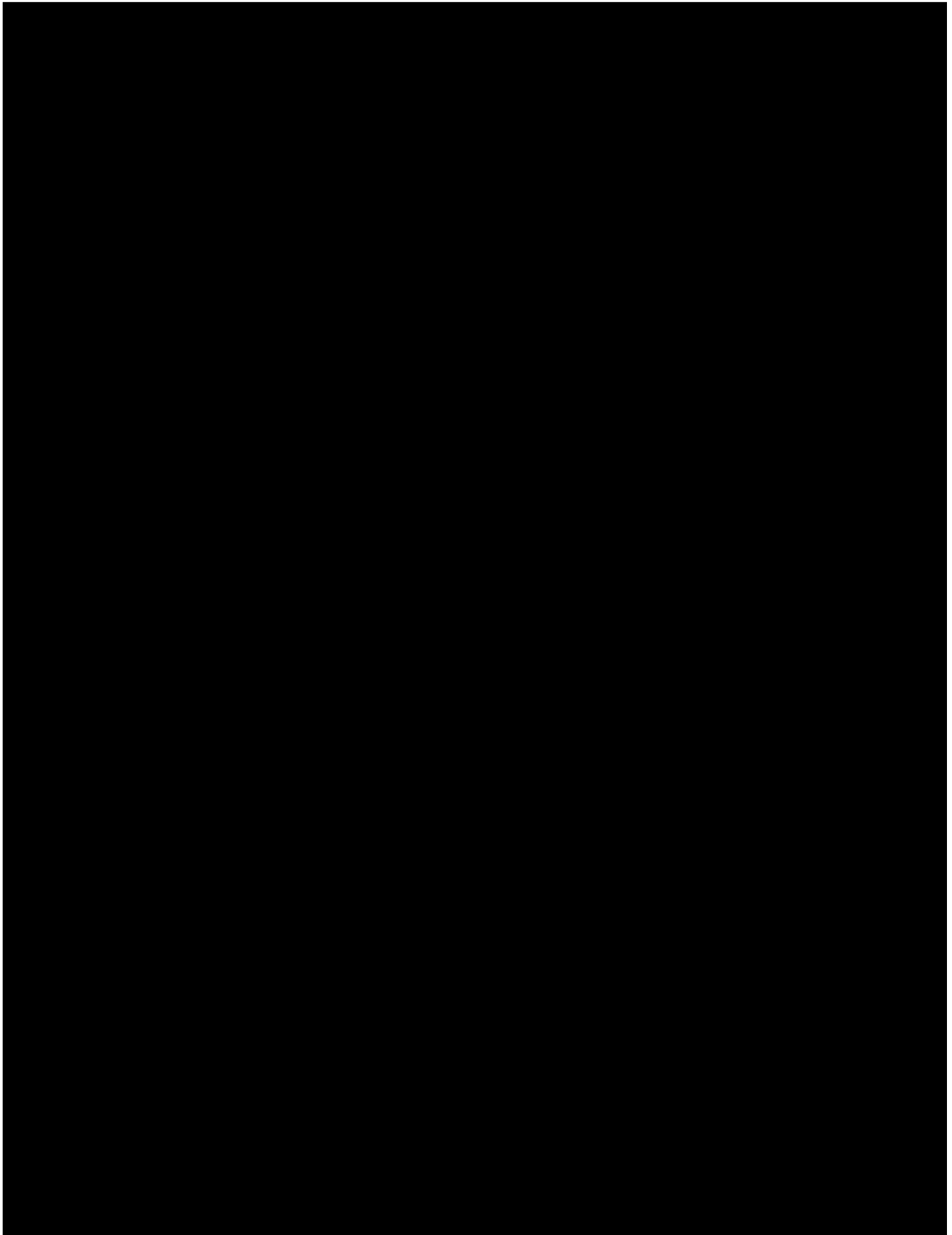


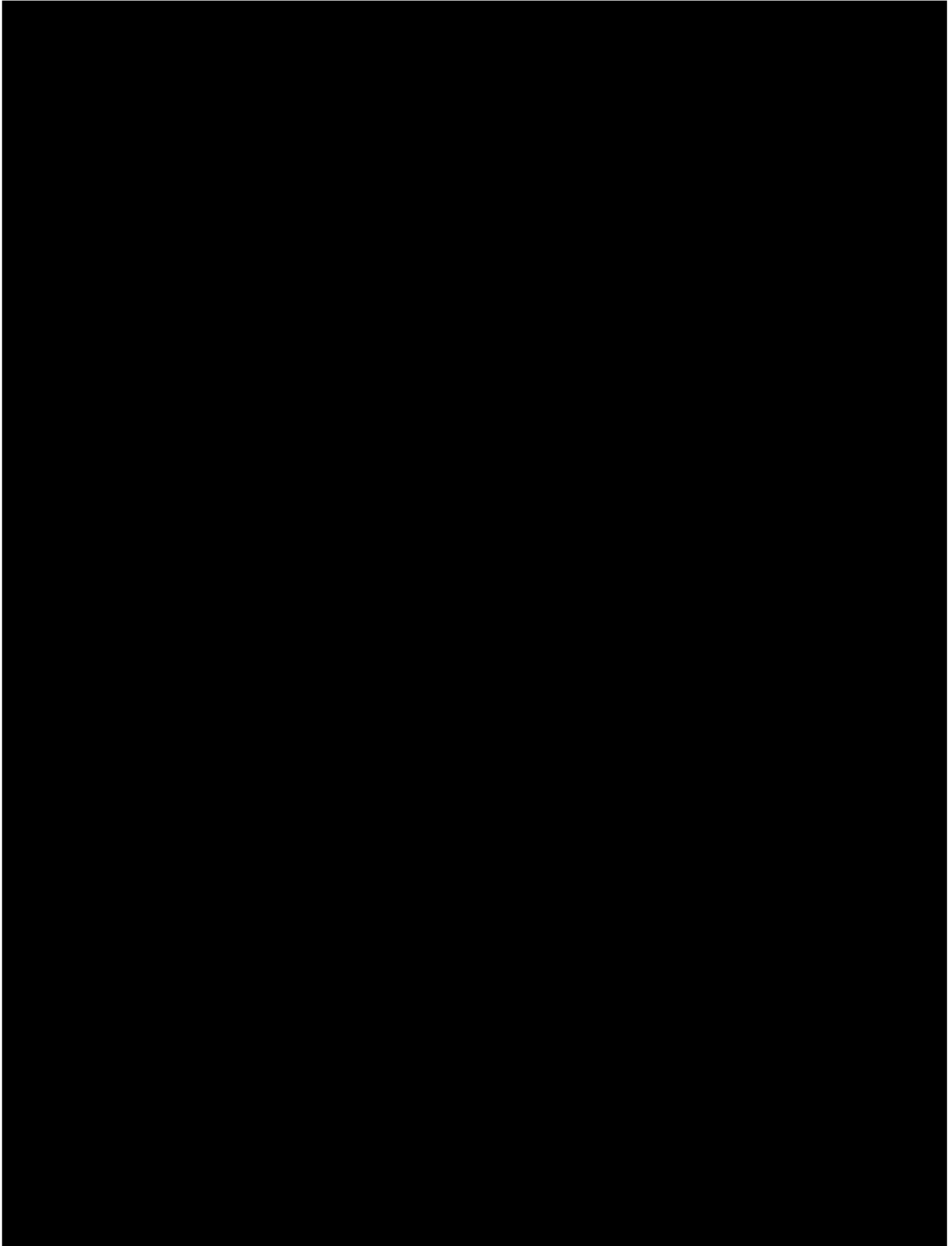


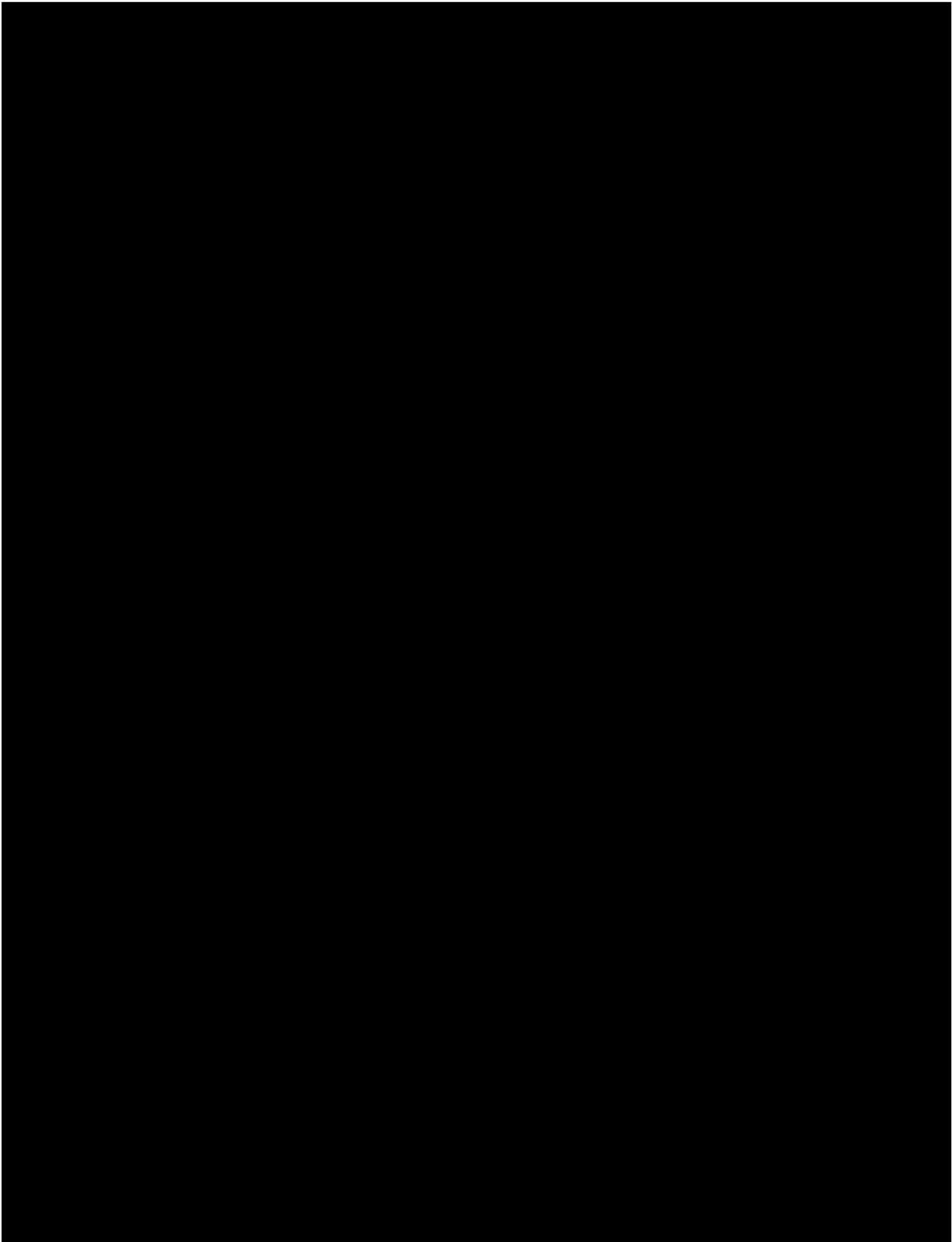


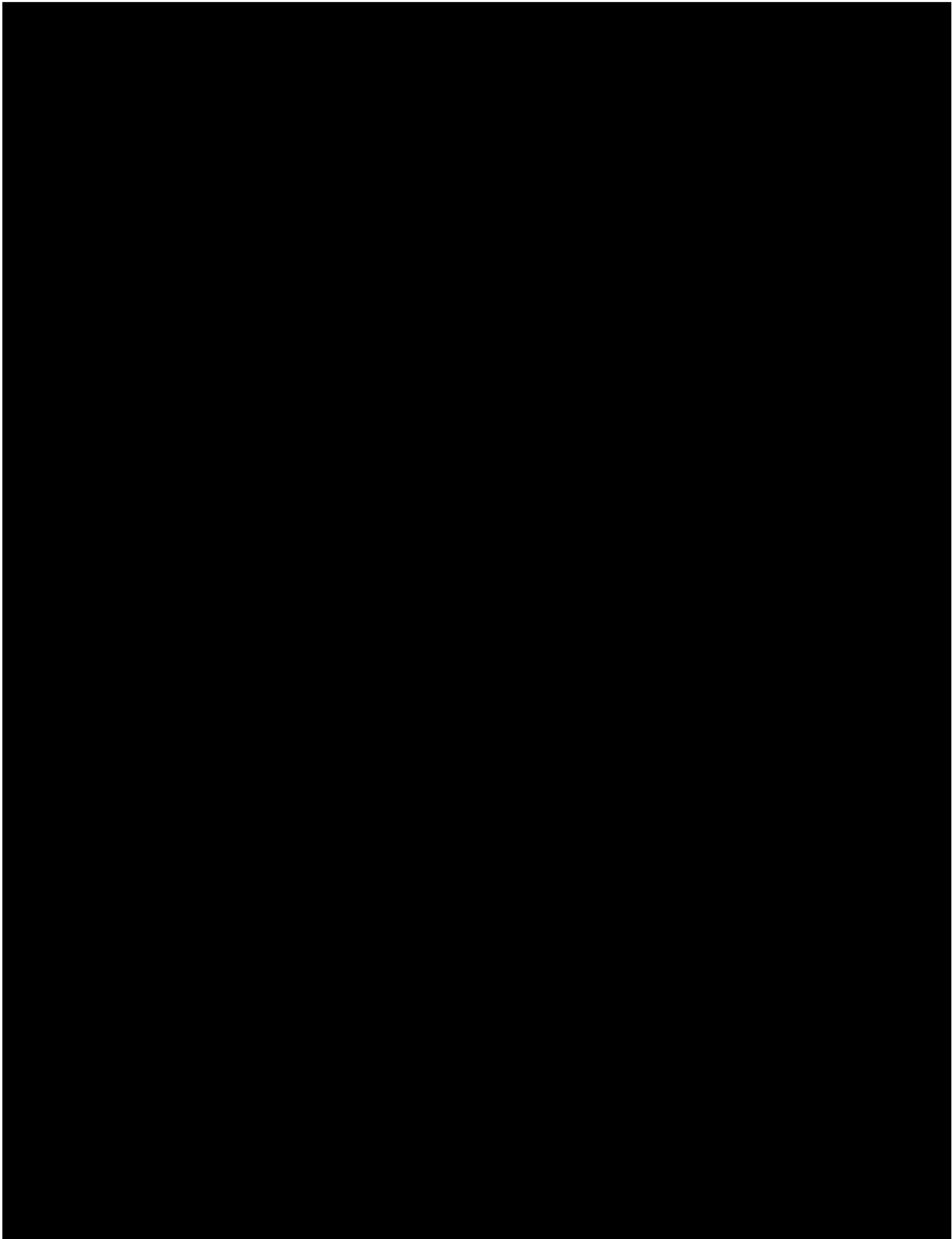


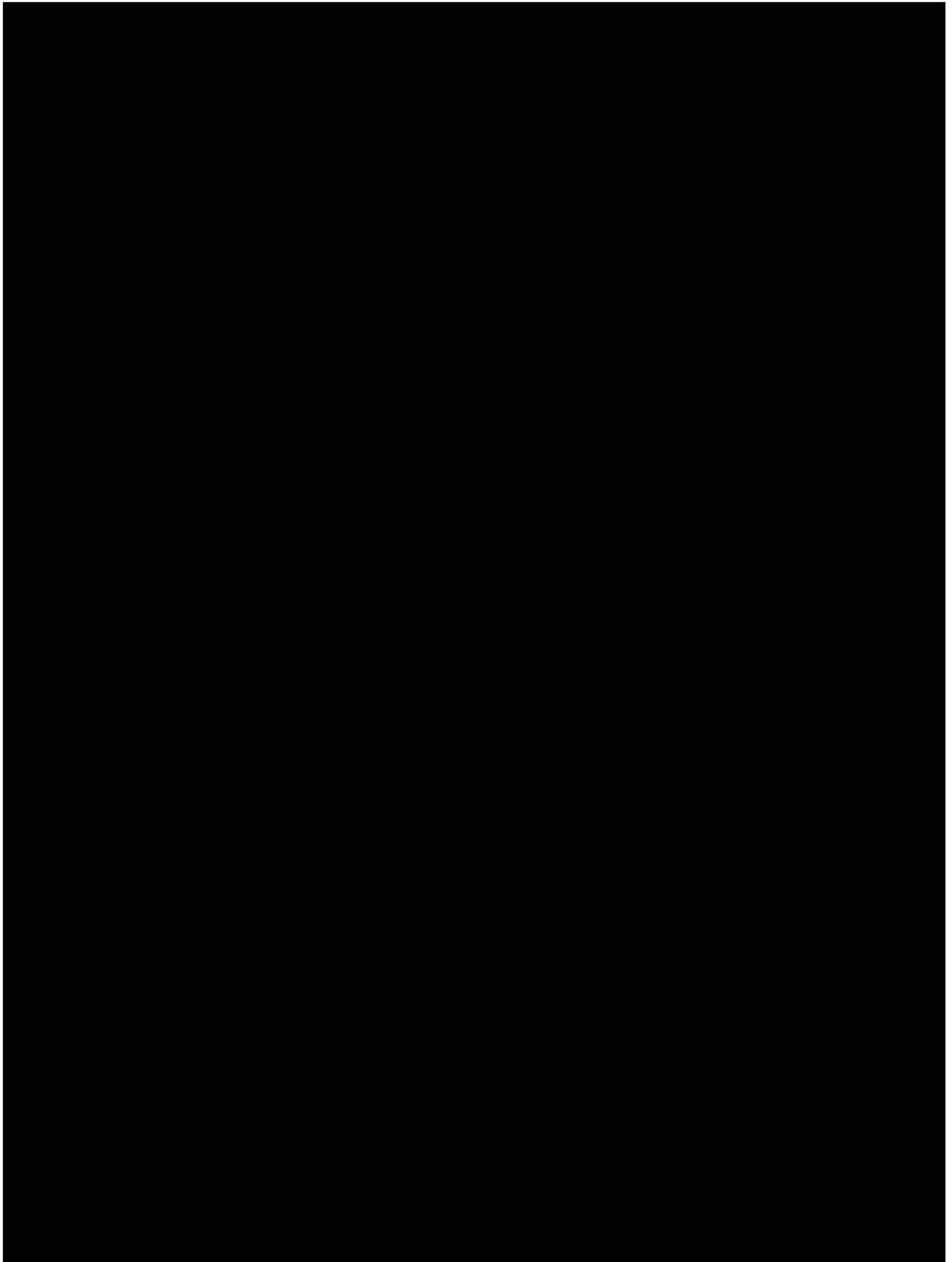


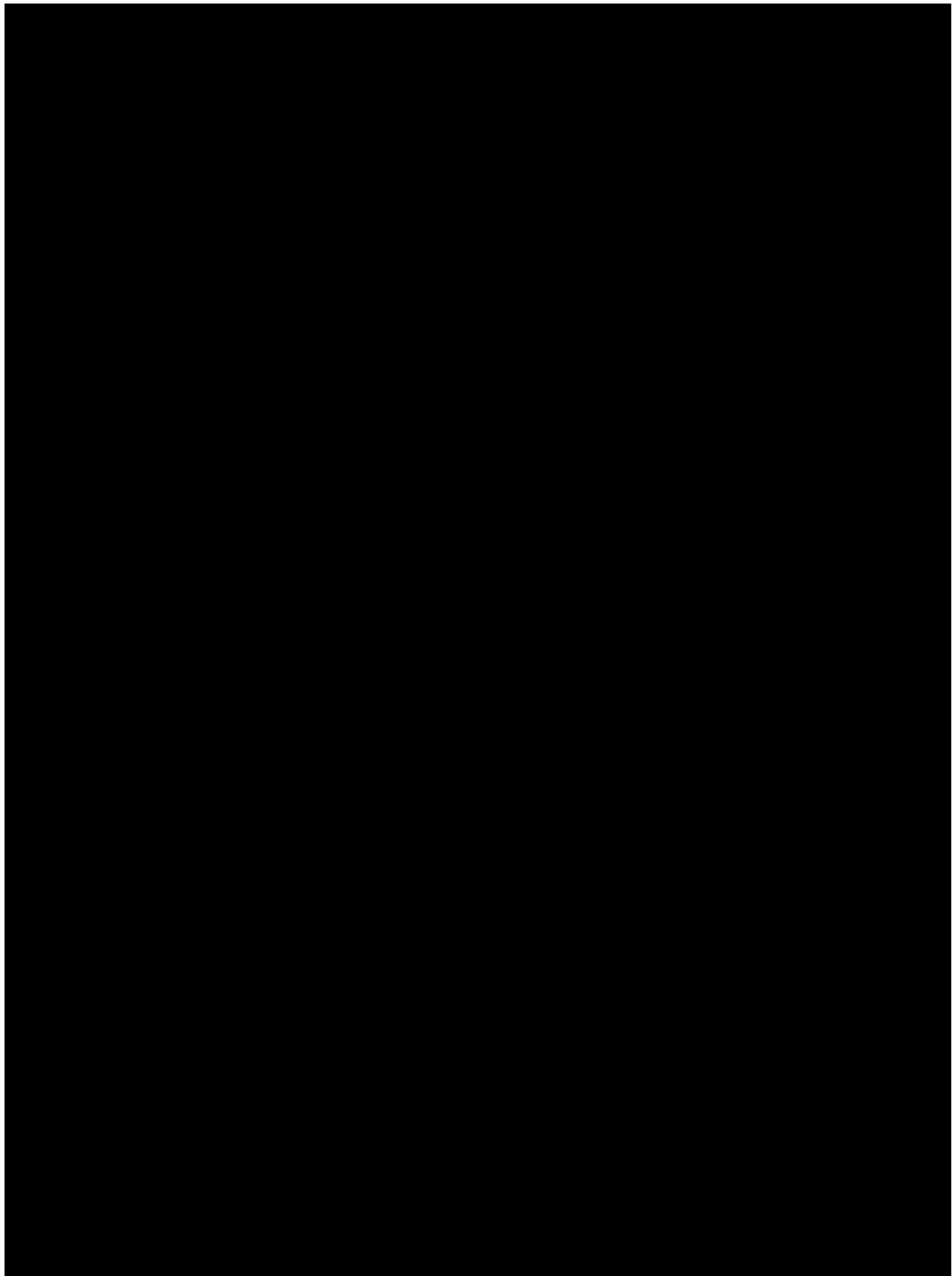


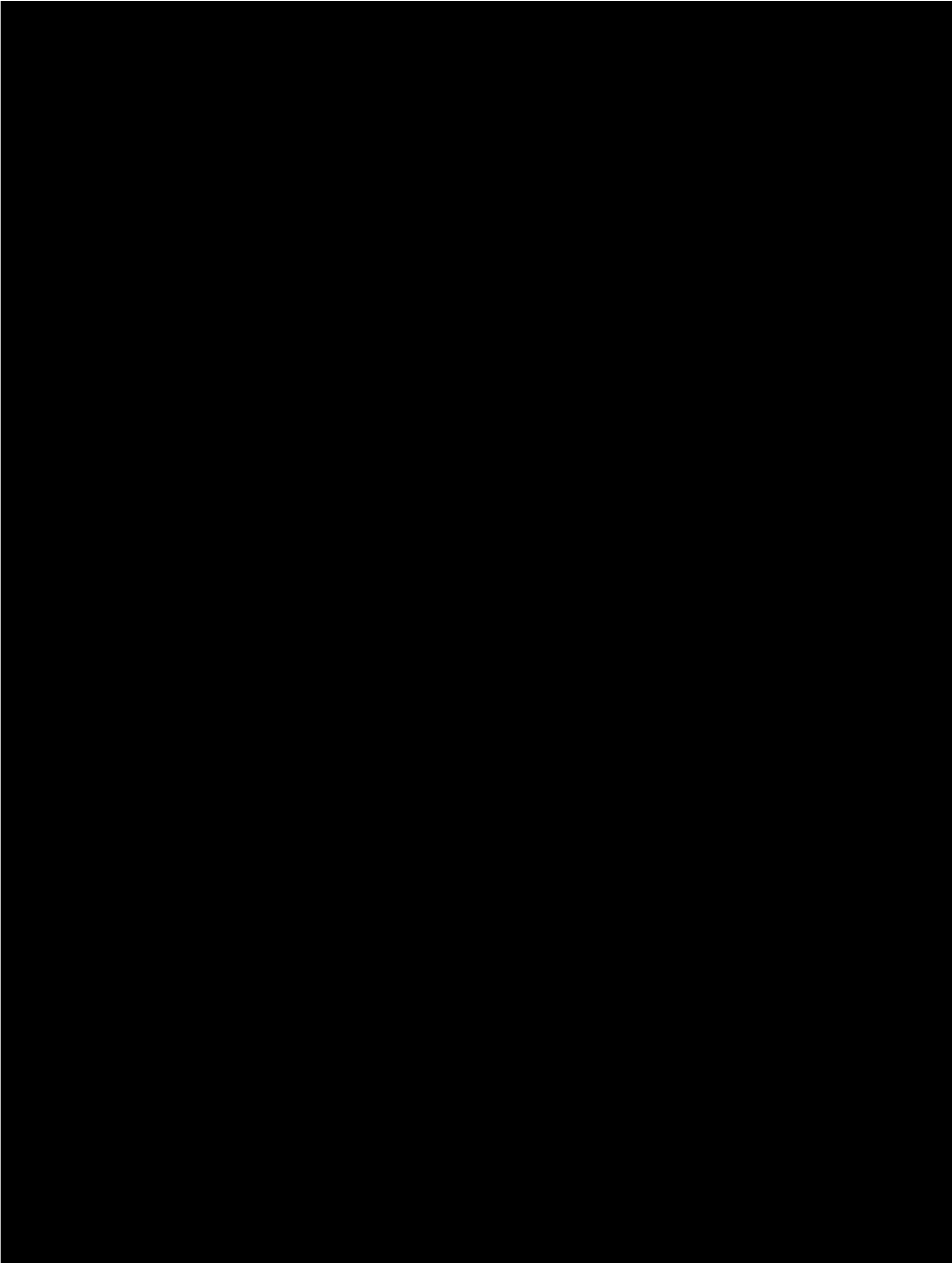


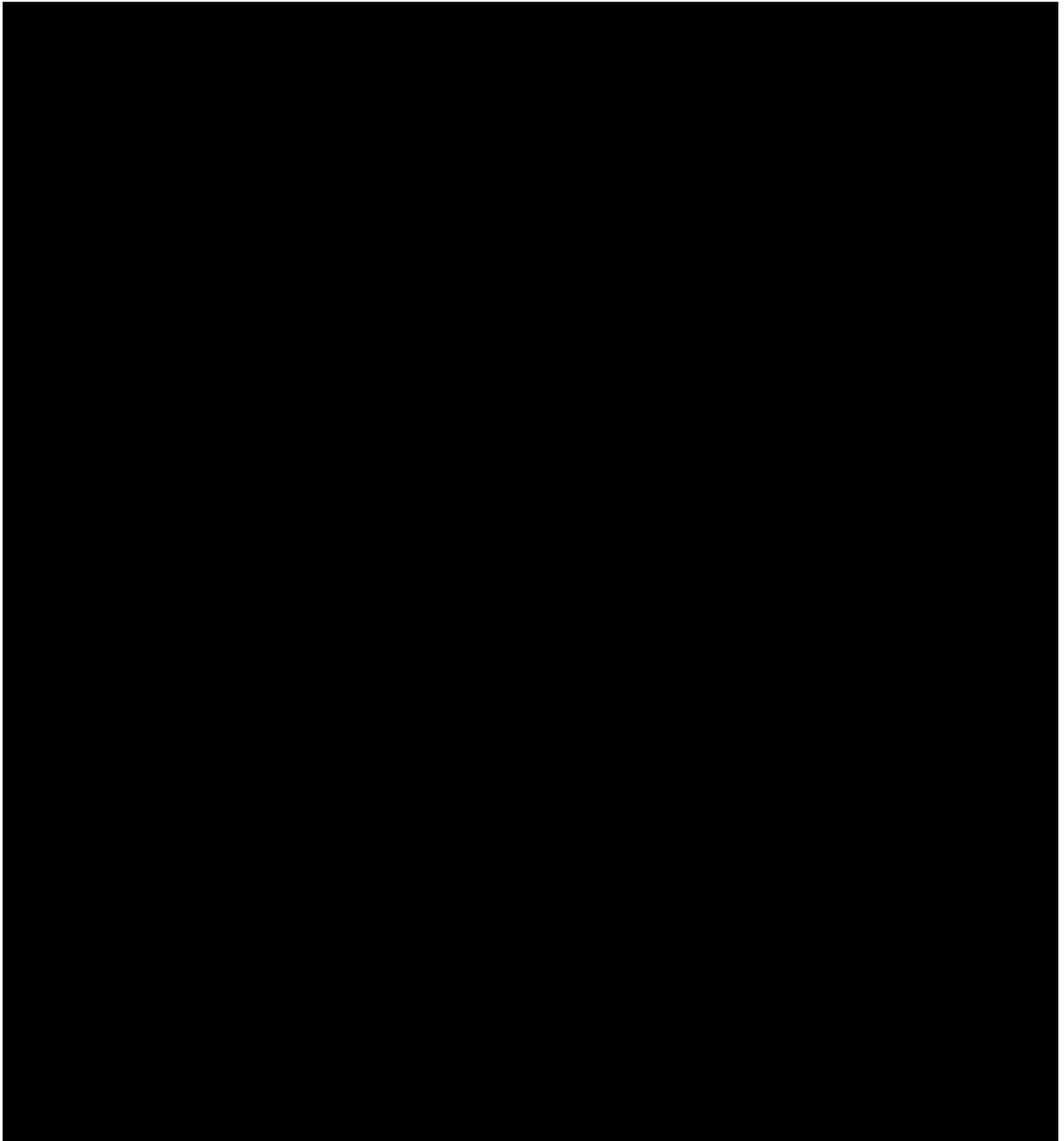












[Signature page follows]

IN WITNESS WHEREOF, each Party has caused its duly authorized officer to execute this Agreement as of the Effective Date.

PURCHASER:

Secure Natural Resources LLC

By: _____

Name: _____

Title: _____

James H. Litinsky

Authorized Person

COMPANY:

Molycorp, Inc., for the limited purposes specified in this Agreement

By: _____

Name: _____

Title: _____

SELLERS:

Molycorp Minerals, LLC

By: _____

Name: _____

Title: _____

PP IV Mountain Pass Inc.

By: _____

Name: _____

Title: _____

RCF IV Speedwagon Inc.

By: _____

Name: _____

Title: _____

PP IV Mountain Pass II, Inc.

By: _____

Name: _____

Title: _____

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each Party has caused its duly authorized officer to execute this Agreement as of the Effective Date.

PURCHASER:

Secure Natural Resources LLC

By: _____
Name:
Title:

COMPANY:

Molycorp, Inc., for the limited purposes specified in this Agreement

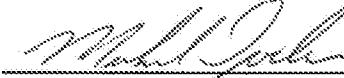
By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

SELLERS:

Molycorp Minerals, LLC

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

PP IV Mountain Pass Inc.

By: 
Name: Michael F. Doolan
Title: CFO and Treasurer

RCF IV Speedwagon Inc.

By: 
Name: Michael F. Doolan
Title: CFO and Treasurer

PP IV Mountain Pass II, Inc.

By: 
Name: Michael F. Doolan
Title: CFO and Treasurer

SCHEDULES

These Schedules ("Schedules") are being delivered in accordance with, and are incorporated and made part of, the Asset Purchase Agreement, dated as of April 15, 2016 (the "Agreement"), among Secure Natural Resources LLC a Delaware limited liability company ("Purchaser"), the parties listed as "Sellers" on the signature page thereto (collectively, "Sellers" and each a "Seller") and, for the limited purposes specified in the Agreement, MolyCorp, Inc., a Delaware corporation (the "Company"). Capitalized terms used in these Schedules but not otherwise defined herein will have the respective meanings given to such terms in the Agreement. All representations, warranties or covenants in the Agreement will be deemed to be qualified by any disclosure made in the Company's filings with the U.S. Securities and Exchange Commission, filed or furnished on or prior to the Effective Date, without further reference to such filings herein (other than any general, non-specific disclosure set forth in such filed Securities Exchange Commission documents contained in any risk factor section thereof, in any section relating to forward-looking statements and any other general, non-specific disclosures included therein to the extent that they are cautionary, predictive or forward looking in nature).

References to the "Data Room" in these Schedules refer to means the "virtual" data site hosted by RR Donnelley Venue pursuant to which certain documents and information have been provided by the Company to Purchaser and its representatives.

Matters reflected in these Schedules or the Data Room are not necessarily limited to matters required by the Agreement to be reflected herein. The reference to or listing, description, disclosure or other inclusion of any item or other matter in these Schedules or the Data Room will not be construed to be an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement, note, lease or otherwise. No disclosure in these Schedules or the Data Room relating to any possible breach or violation of any agreement or applicable Law will be construed as an admission or indication that any such breach or violation exists or has actually occurred. Notwithstanding the use of the terms "material" and "Seller Material Adverse Effect" in the Agreement, the inclusion of any particular disclosure in these Schedules or the Data Room will not, of itself, mean that the item or matter so disclosed is material, is required to be disclosed or is or would be likely to constitute a Seller Material Adverse Effect. Such disclosure will not be used as a basis for interpreting the term "material," "materially," "materiality," "Seller Material Adverse Effect" or any similar qualification in the Agreement.

Headings have been inserted on and within these Schedules for convenience of reference only and will not change the express description of the corresponding sections of the Agreement. The numbering of these Schedules reflects the corresponding numbering in the Agreement. If a disclosure is made in one of or in any part of any of these Schedules, such disclosure will be deemed to have also been made in each other part of these Schedules to the extent the relevance or applicability of such disclosure to such other part of these Schedules is reasonably apparent.

All descriptions of matters appearing herein are summary in nature and are qualified by reference to the complete documents or instruments to which they refer. The information contained herein is strictly confidential and is in all events subject to the confidentiality provisions contained in the Agreement.

Schedule 2.1(b)(iii)**Process Patents**

Country	Status	Title	Application/Registration No.¹	Owner
Bangladesh	Issued	Porous and Durable Ceramic Filter Monolith Coated with Cerium Oxide for Removing Contaminates from Water		
New Zealand	Issued/Granted	Use Of A Dual Polymer System For Enhanced Water Recovery And Improved Separation Of Suspended Solids And Other Substances From An Aqueous Media		
Bangladesh	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams		
Australia	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. 2004207832	
Australia	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. 2009251182	
Australia	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. 2011202112	
China	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. ZL200480003018.1	
India	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. 227856	
Bangladesh	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams		
Mexico	Issued/Maintain	Process for Removing Arsenic From Aqueous Streams	Patent No. 255422 ²	

¹ To the extent verifiable identifying information was not included in the draft, it has been added to the schedule.

² Union Oil of California is still the record owner of this patent.

Country	Status	Title	Application/Registration No.¹	Owner
USA	Issued/Main tain	Process for Removing Arsenic from Aqueous Streams	Patent No. 6,863,825 B2	Molycorp Minerals, LLC
Europe	Pending	Process for Removing Arsenic From Aqueous Streams ³		
USA	Issued	Process for Removing Arsenic from Aqueous Streams	Patent No. 7,300,589	Molycorp Minerals, LLC
USA	Issued	Process for Removing Arsenic from Drinking Water	Patent No. 7,048,853 B2	Molycorp Minerals, LLC
USA	Issued	Composition for Removing Arsenic from Aqueous Streams	Patent No. 7,686,976 B2	Molycorp Minerals, LLC
USA	Issued	Water Purification Device for Arsenic Removal	Patent No. 8,475,658	Molycorp Minerals, LLC
PCT1 list	Pending	Ceric Oxide With Exceptional Arsenic Removal Properties	Application No. PCT/US15/19485	
USA	Pending	Ceric Oxide with Exceptional Arsenic Removal Properties	Application No. 61/949,799	Molycorp Minerals, LLC
PCT1 list	Pending	Ceric Oxide with Exceptional Biological Contaminant Removal Properties	Application No. PCT/US15/19476	
USA	Pending	Ceric Oxide with Exceptional Arsenic Removal Properties	Application No. 61/949,810	Molycorp Minerals, LLC
USA	Issued/Main tain	Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	Patent No. 7,338,603	Molycorp Minerals, LLC
Australia	Issued/Main tain	Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	Patent No. 2006347214	
Mexico	Issued/Main tain	Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	Patent No. 274862	

³ This title covers two European Patent Office Applications: Application Nos. 04706074.4 and 10003392.7.

Country	Status	Title	Application/Registration No.¹	Owner
Canada	Issued/Notice of Allowance	Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	Application No. 2,618,222	
Brazil	Pending	Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	Application No. PI 0614320-2	
USA	Issued	Apparatus for Treating a Flow of an Aqueous Solution Containing Arsenic	Patent No. 8,066,874	Molycorp Minerals, LLC
Canada	Pending	Aggregate Composition for Treating a Contaminated Fluid	Application No. 2,703,821	
Japan	Pending	Aggregate Composition for Treating a Contaminated Fluid and Method for Forming Thereof ⁴		
Bangladesh	Issued	Composition and Process for Making the Composition	Application No. 287/2008 Patent No. 1004972	
Brazil	Pending	Aggregate Composition for Treating a Contaminated Fluid	Application No. PI-0816585-8	
Europe	Pending	Aggregate Composition for Treating a Contaminated Fluid	Application No. 08843496.4	
China	Issued	Aggregate Composition of Treating a Contaminated Fluid	Application No. 2008/80123682.8 Patent No. 101918324	
Bangladesh	Issued	Compositions for Treating Aqueous Solutions and Gases and Processes for Making such Aggregate Compositions	Application No. 222/2009 Patent No. 1004975	
Mexico	Issued	Composition and Process for Making the Composition	Patent No. 301248	
USA	Issued	Filter Substrate Composition	Patent No. 8,809,229	Molycorp Minerals, LLC

⁴ This title covers two Japanese Patent Applications: Application Nos. 2010-532156 and 2013-263870.

Country	Status	Title	Application/Registration No.¹	Owner
USA	Issued	Composition for Treating a Fluid	Patent No. 8,349,764	Molycorp Minerals, LLC
USA	Issued	Composition and Process for Making the Composition	Patent No. 8,557,730	Molycorp Minerals, LLC
Brazil	Pending	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. PI-0817185-8	
Bangladesh	Issued/Main tain	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 222/2009 Patent No. 1004988	
China	Issued/Noti ce of Allowance	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 2008/80123663.5 Patent No. 101909660	
Bangladesh	Issued/Main tain	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 286/2008 Patent No. 1004984	
Mexico	Issued/Noti ce of Allowance	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Patent No. 2010004587	
USA	Pending/Ap peal	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 11/931,616	Molycorp Minerals, LLC
Canada	Pending	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 2703858	
Europe	Pending	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 08843686.0	
Hong Kong	Pending	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 11100932.8	
USA	Pending	Apparatus and Process for Treating an Aqueous Solution Containing Biological Contaminants	Application No. 12/814,049	Molycorp Minerals, LLC

Country	Status	Title	Application/Registration No.¹	Owner
Australia	Issued	Remediation of Physiologically Active Compounds from Waste Water	Application No. 2011265175	
Japan	Issued/Notice of Allowance	Remediation of Physiologically Active Compounds from Waste Water	Application No. 2013-514416	
USA	Pending	Remediation of Physiologically Active Compounds from Waste Water	Application No. 13/159,179	Molycorp Minerals, LLC
Korea	Pending	Remediation of Physiologically Active Compounds from Waste Water	Application No. 10-2013-7000827	
Mexico	Pending	Remediation of Physiologically Active Compounds from Waste Water		
Australia	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 2012243138	
Brazil	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 20130262516	
Canada	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 2832908	
Europe	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 12771706.4	
USA	Issued/Notice of Allowance	Rare Earth Removal of Hydrated and Hydroxyl Species	Patent No. 9,233,863	Molycorp Minerals, LLC
USA	Pending	Non-Metal-Containing Oxyanion Removal From Waters Using Rare Earths	Application No. 13/433,097	Molycorp Minerals, LLC
China	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 201280029348.2	
Japan	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 2014-505164	
Korea	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. 10-2013-7029943	

Country	Status	Title	Application/Registration No.¹	Owner
Mexico	Pending	Rare Earth Removal of Hydrated and Hydroxyl Species	Application No. MX/a/2013/011949	

Schedule 2.1(b)(iii)(C)

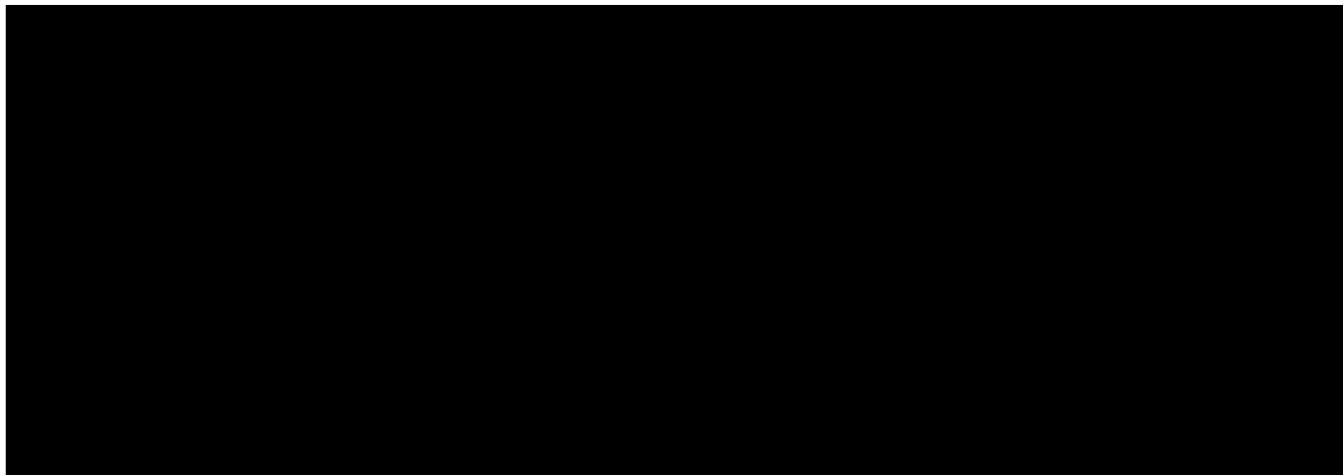
Additional Purchased Intellectual Property

Country	Status	Title	Application/Registration No.	Owner
USA	Issued	Recovery of Cerium	Patent No. 5,433,931	Molycorp Minerals, LLC
USA	Issued	Recovery of Cerium From Fluoride-containing Ores	Patent No. 5,207,995	Molycorp Minerals, LLC
China	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 201180015472.9	
Denmark	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. PA 2012 70462	
Canada	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 2787515	
South Africa	Issued	Hydrometallurgical Process And Method For Recovering Metals	Patent No. 2012/06222	
Australia	Issued	Hydrometallurgical Process And Method For Recovering Metals	Application No. 2011207307	
Brazil	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 112012017939-0	

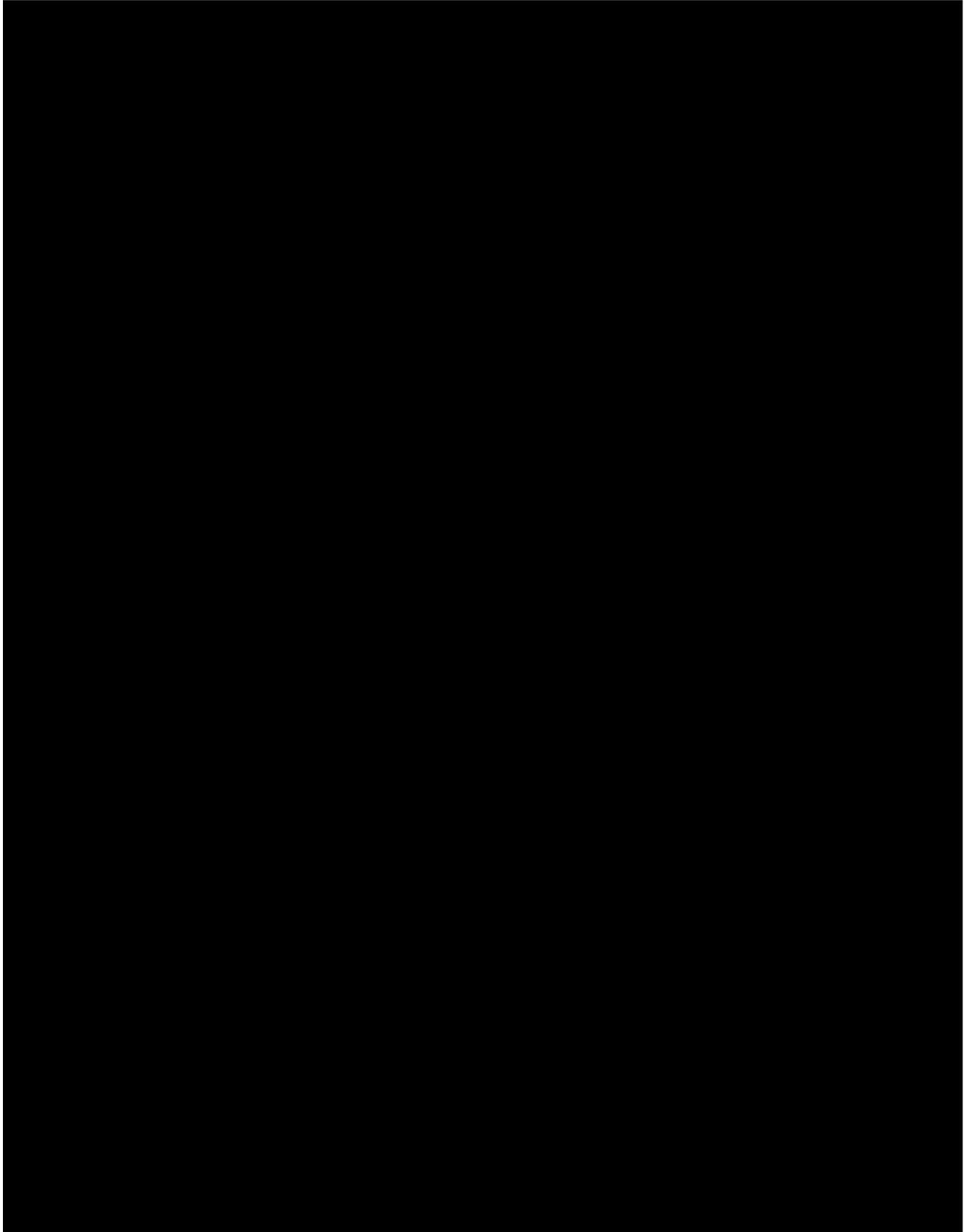
Country	Status	Title	Application/Registration No.	Owner
Europe	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 11735221.1	
Madagascar	Pending	Hydrometallurgical Process And Method For Recovering Metals		
Korea	Pending	Hydrometallurgical Process And Method For Recovering Metals		
USA	Issued	Hydrometallurgical Process And Method For Recovering Metals	Patent No. 8,936,770	Molycorp Minerals, LLC
Ceuta, Melilla	Pending	Hydrometallurgical Process And Method For Recovering Metals		
India	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 7098/DELNP/2012	
Malaysia	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. PI 2012 700485	
Thailand	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 1201003681	

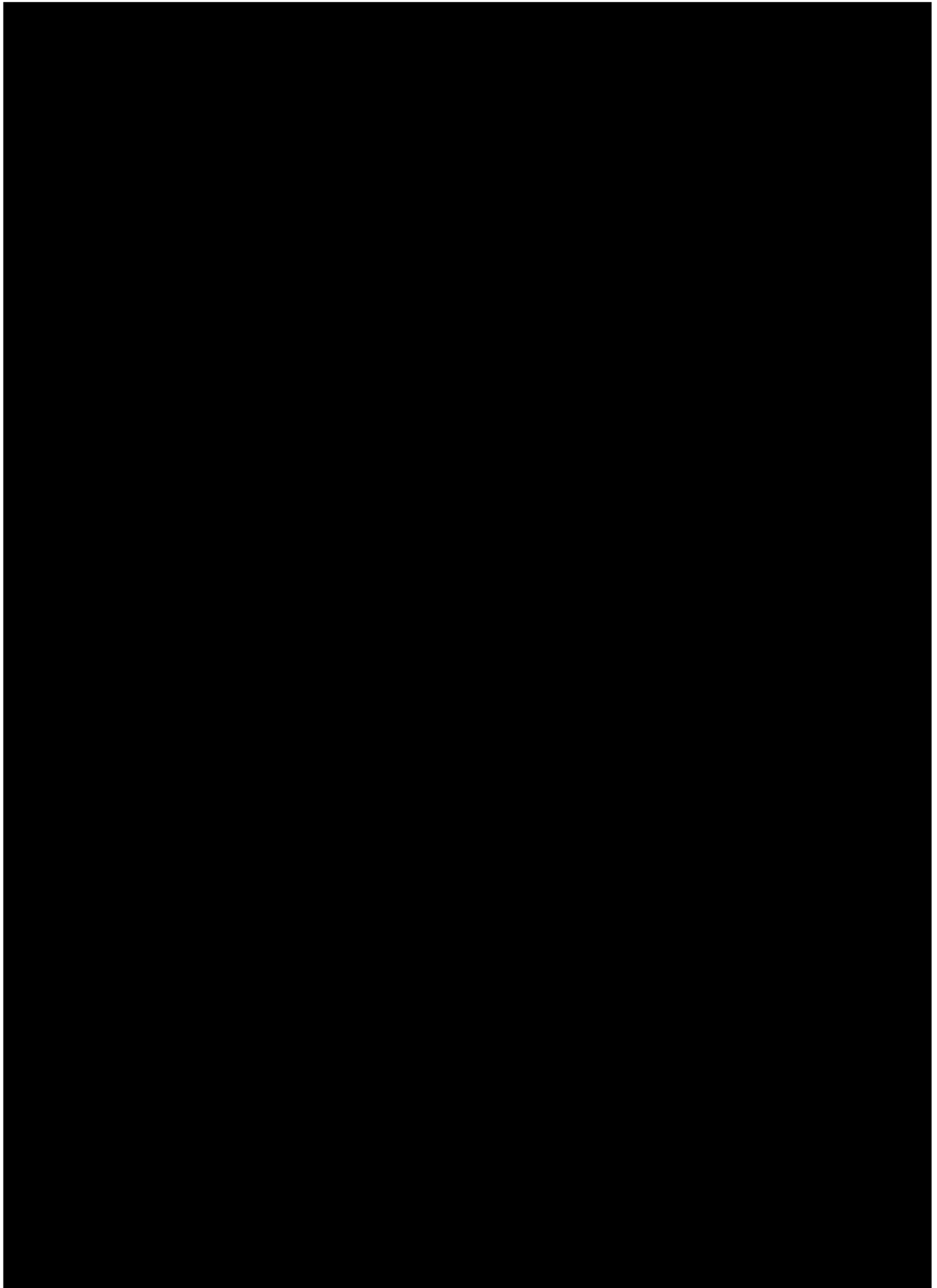
Country	Status	Title	Application/Registration No.	Owner
USA	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 14/558,546	Molycorp Minerals, LLC
Vietnam	Pending	Hydrometallurgical Process And Method For Recovering Metals	Application No. 1-2012-02500	

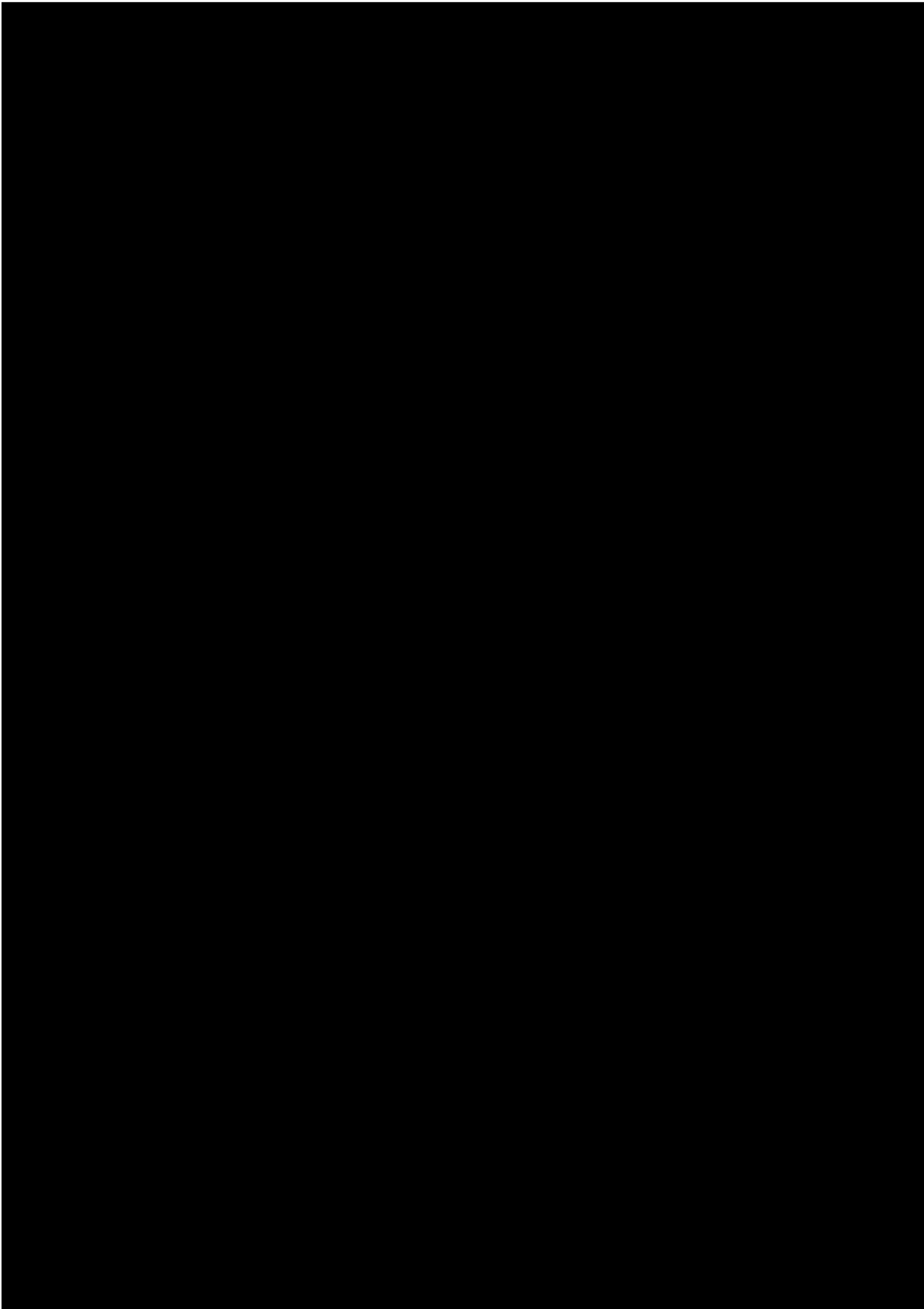
Schedule 2.1(b)(iv)

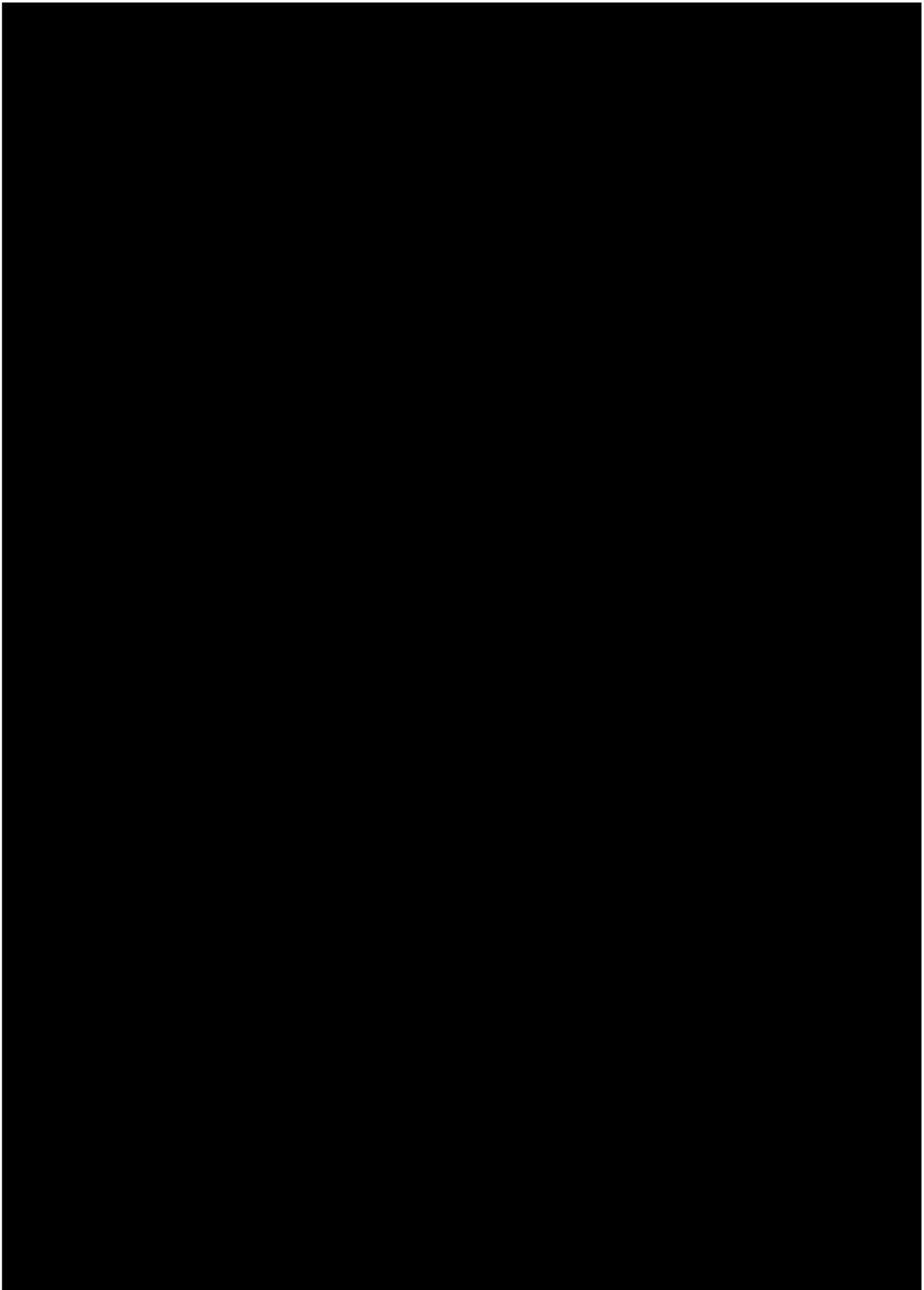


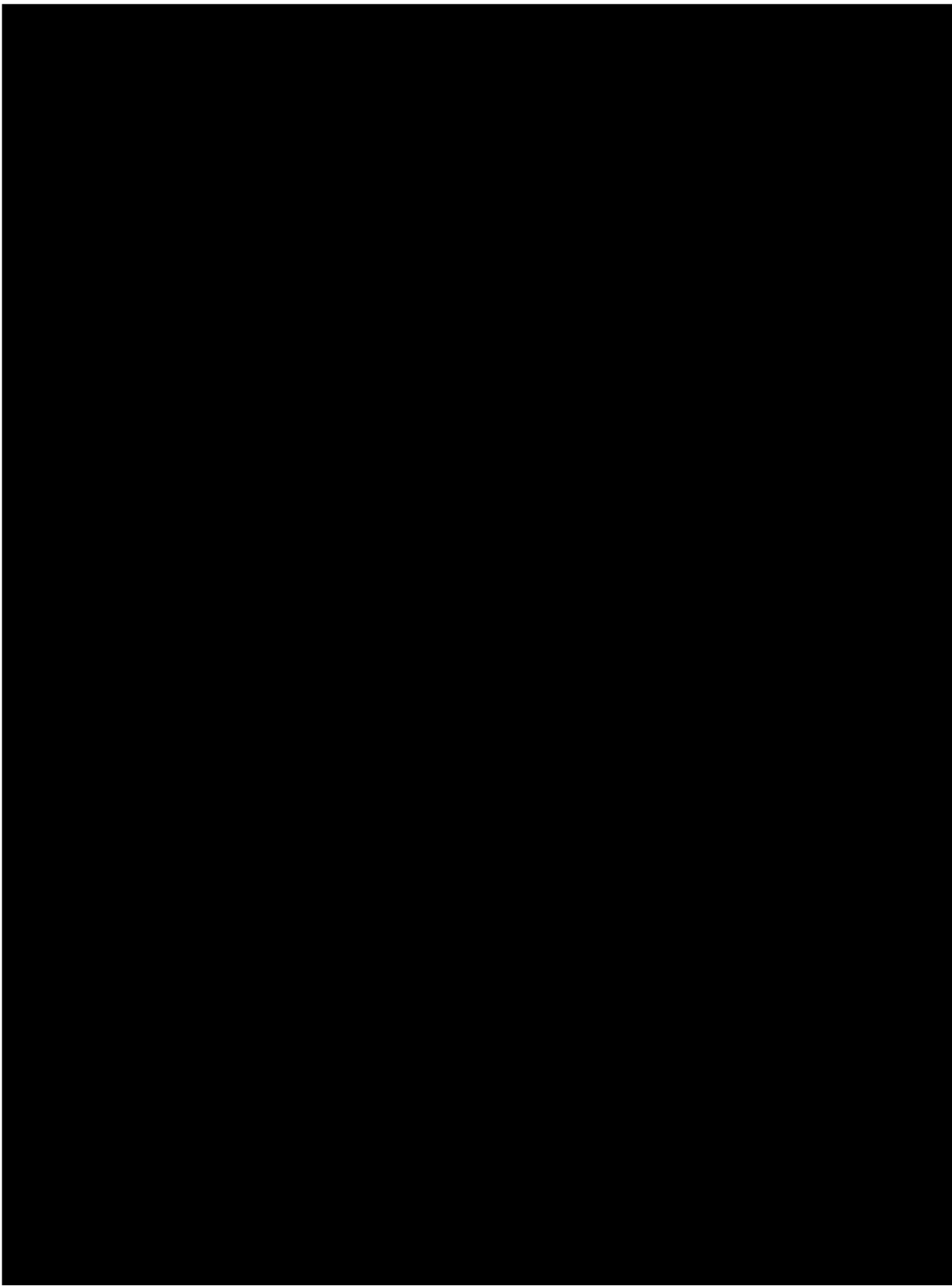
Schedule 2.2(e)

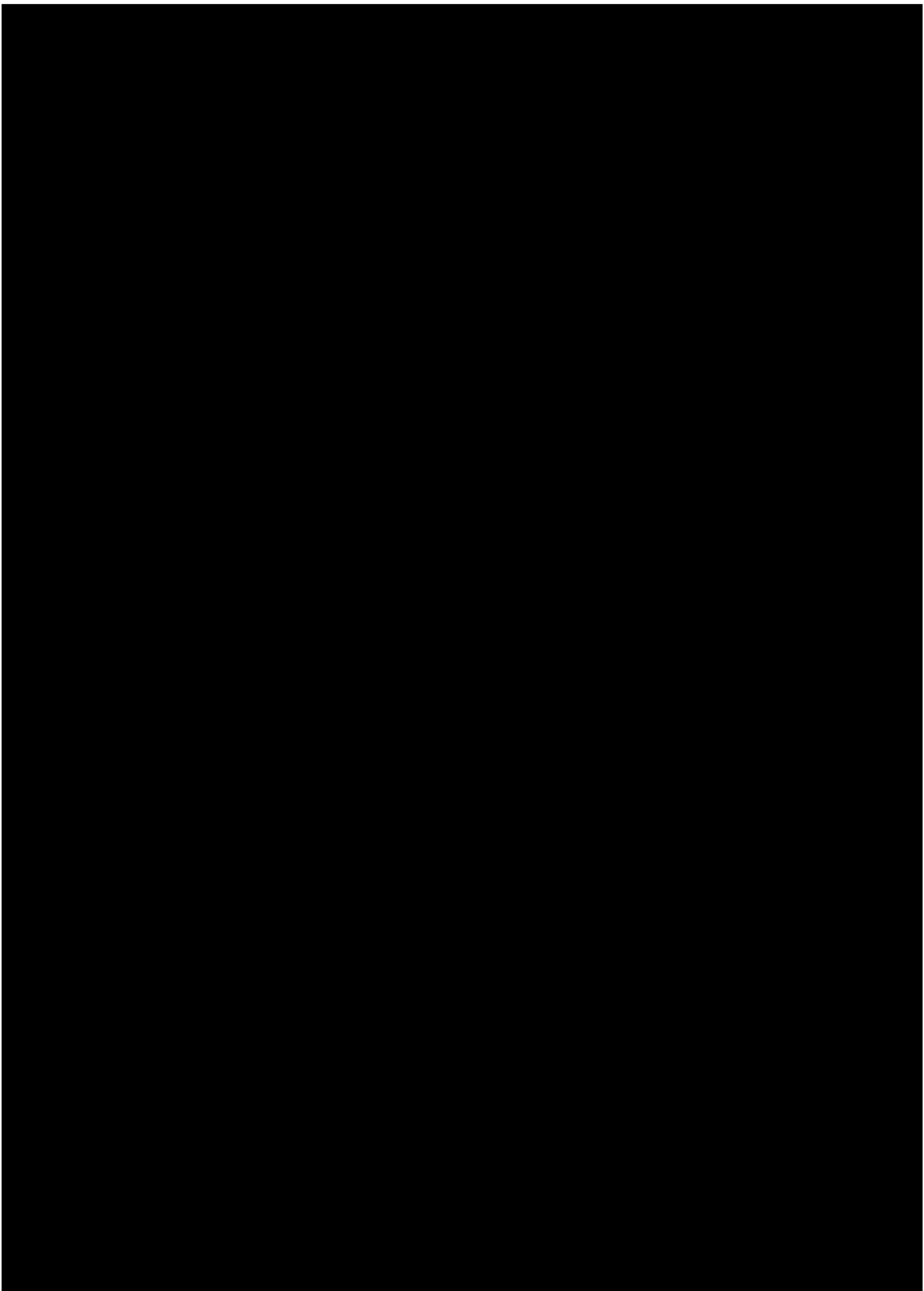


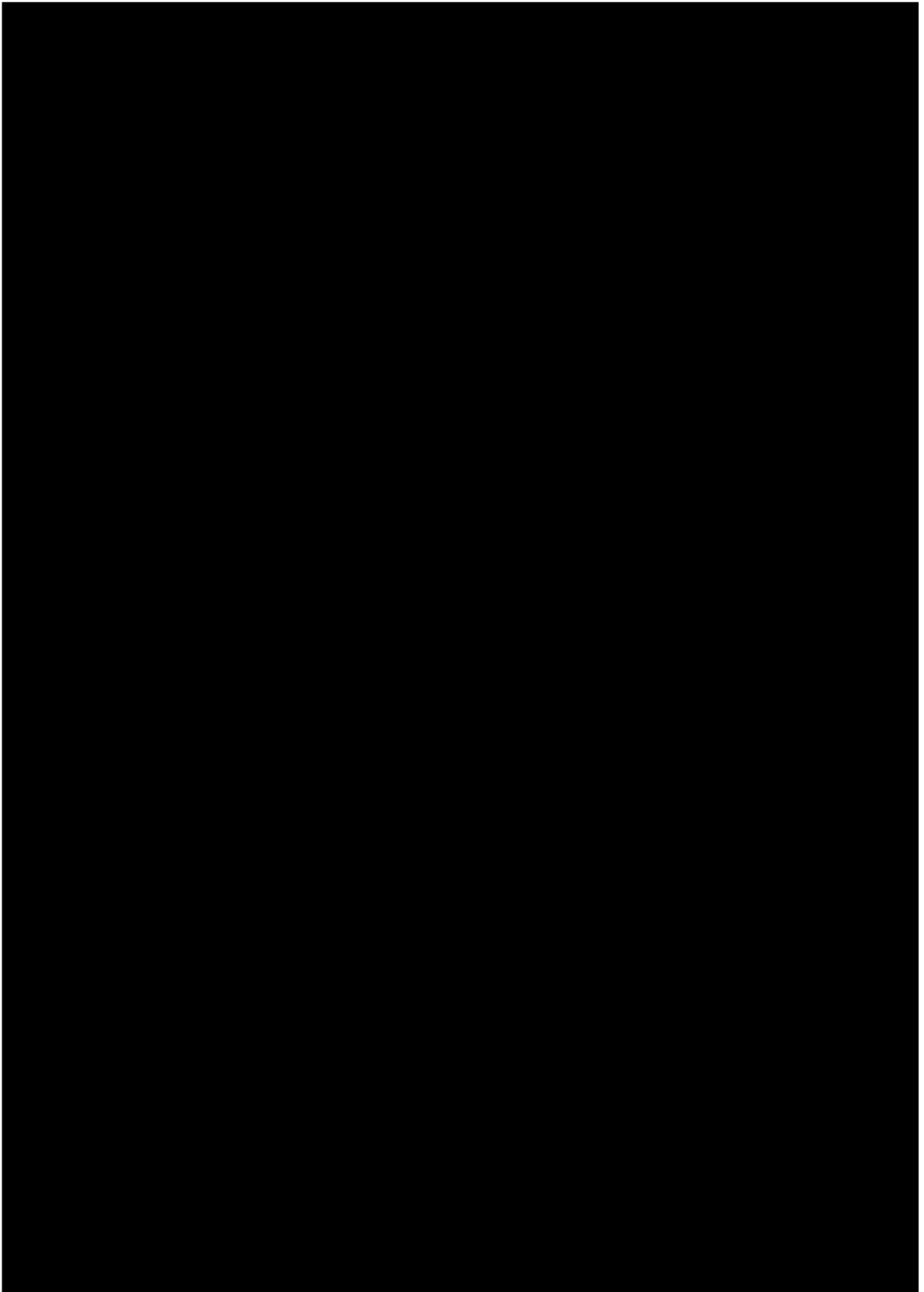


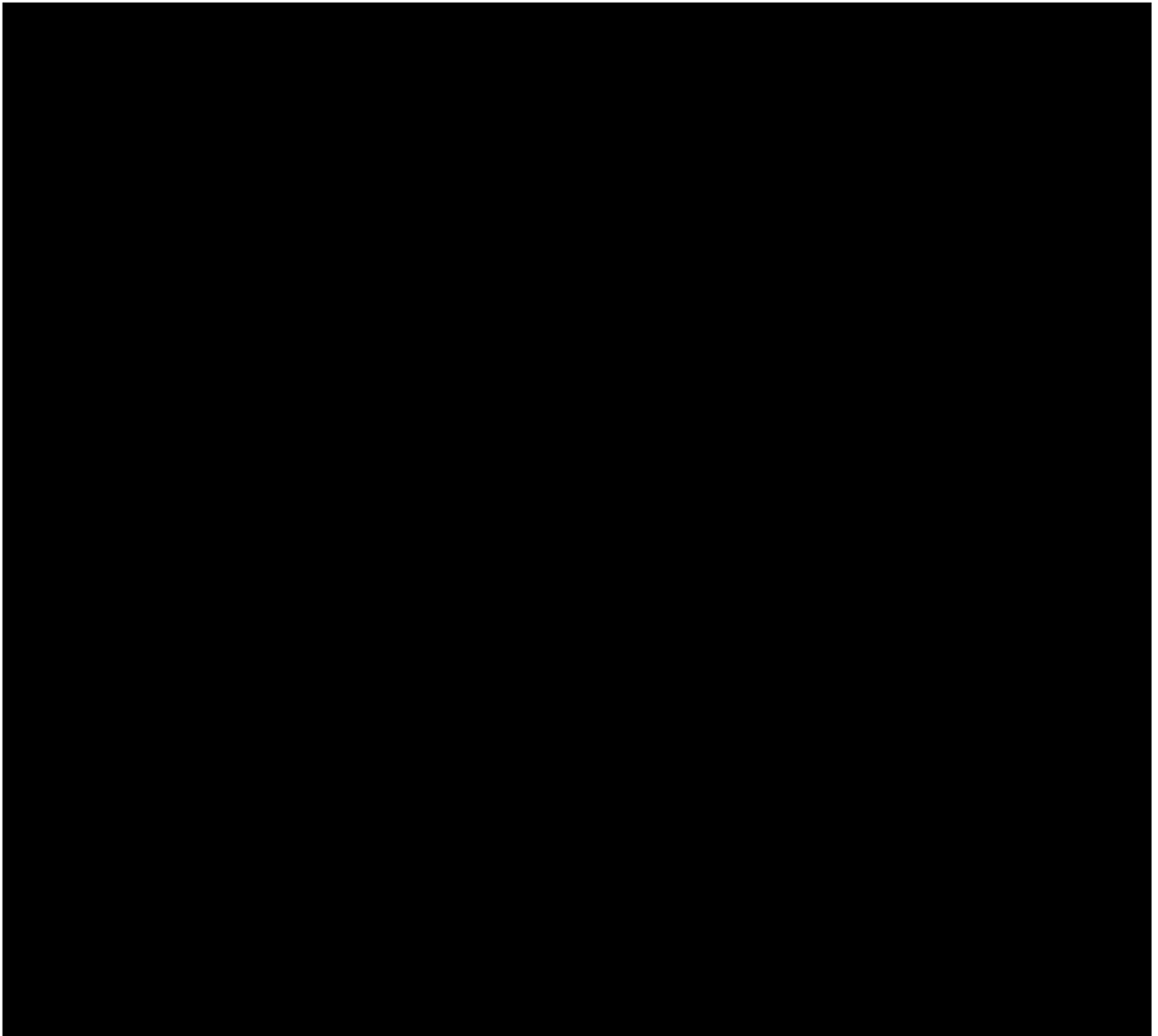




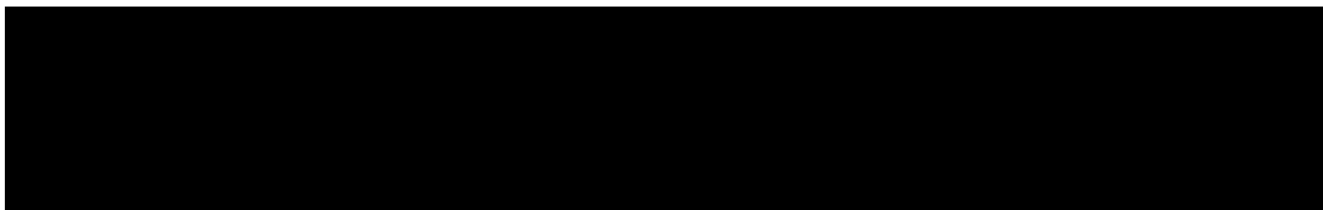








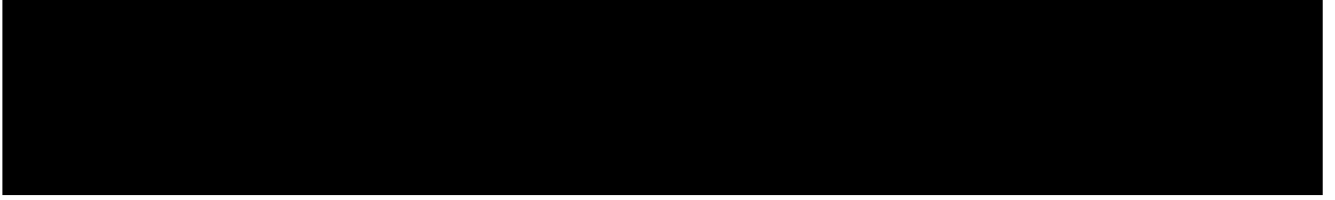
Schedule 2.2(f)



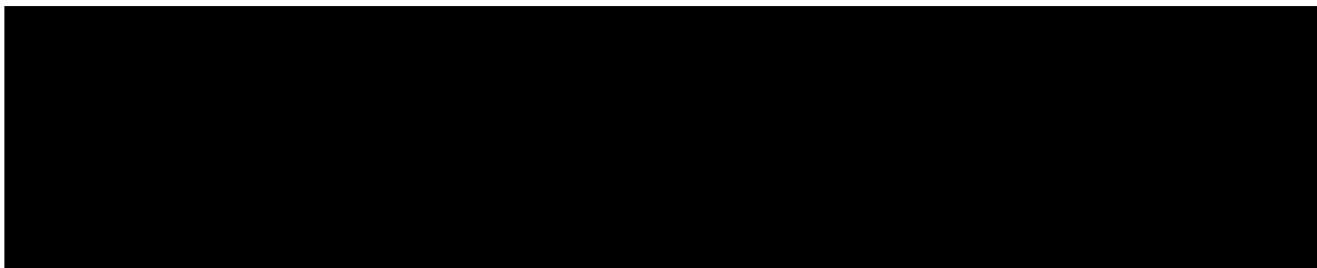
Schedule 2.3(c)



Schedule 5.3(a)



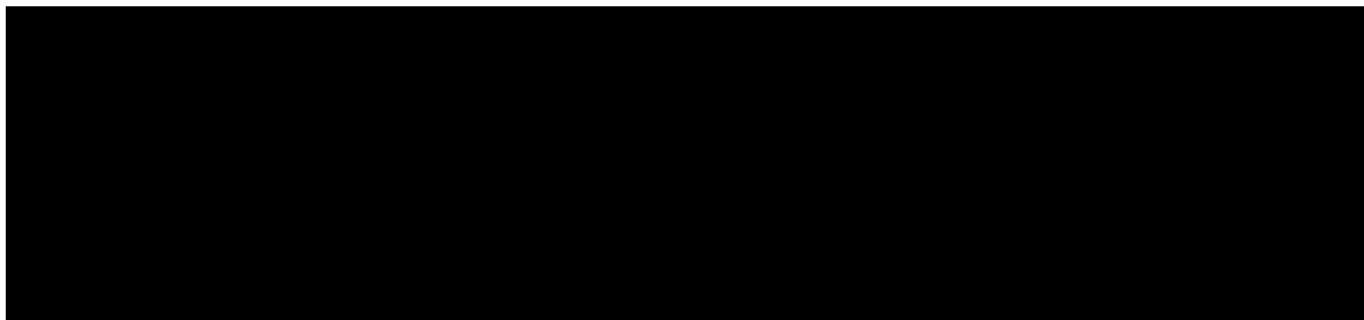
Schedule 5.3(b)



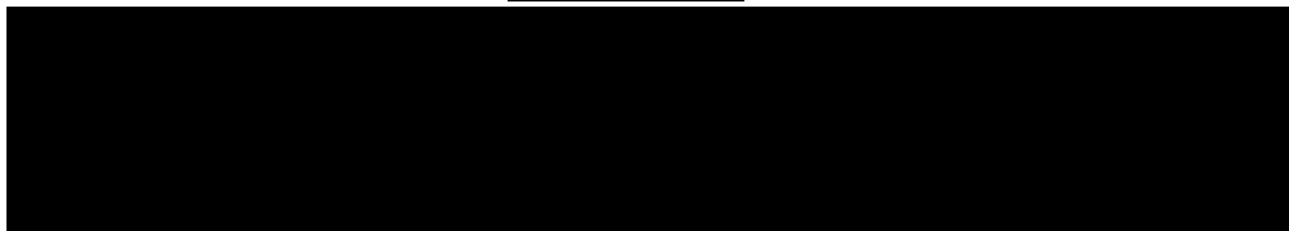
Schedule 5.4(a)(i)



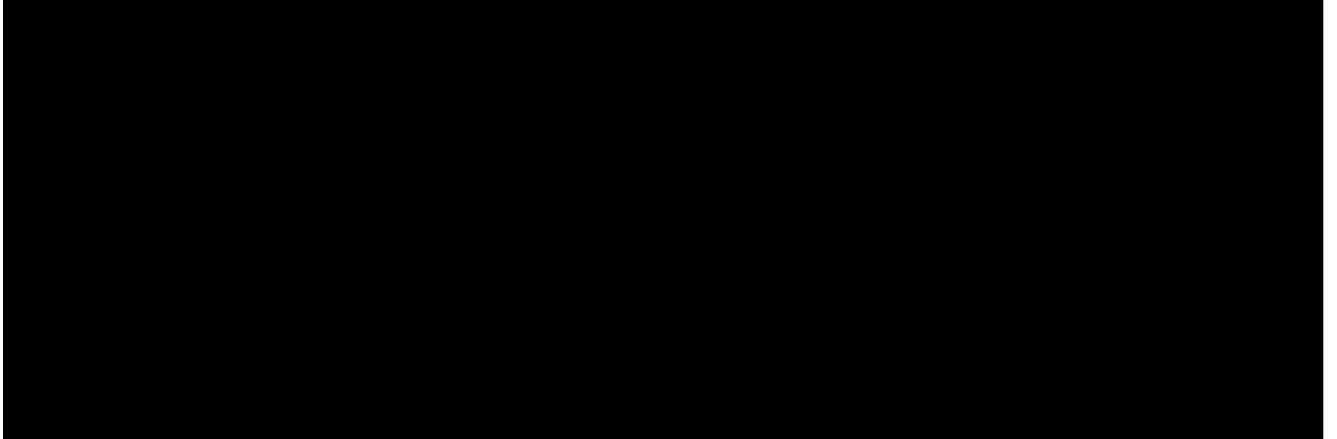
Schedule 5.4(a)(ii)



Schedule 5.4(b)



Schedule 5.5

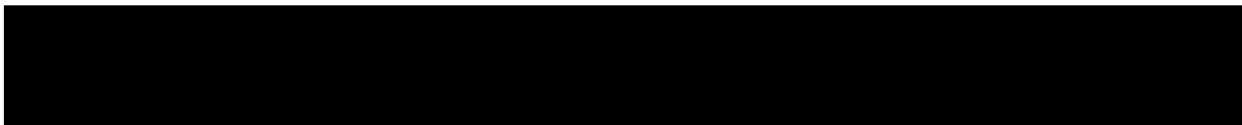
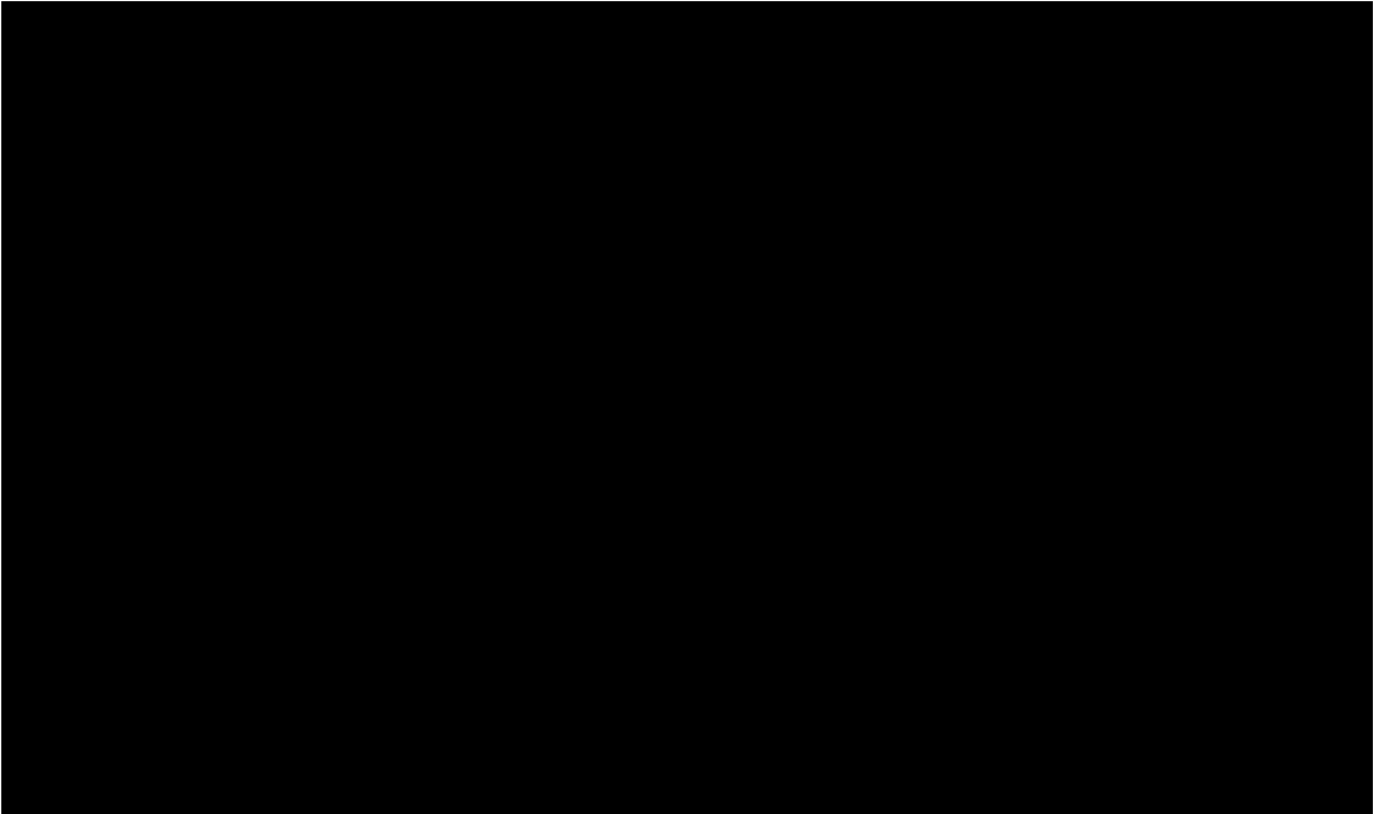


Schedule 5.6(a)

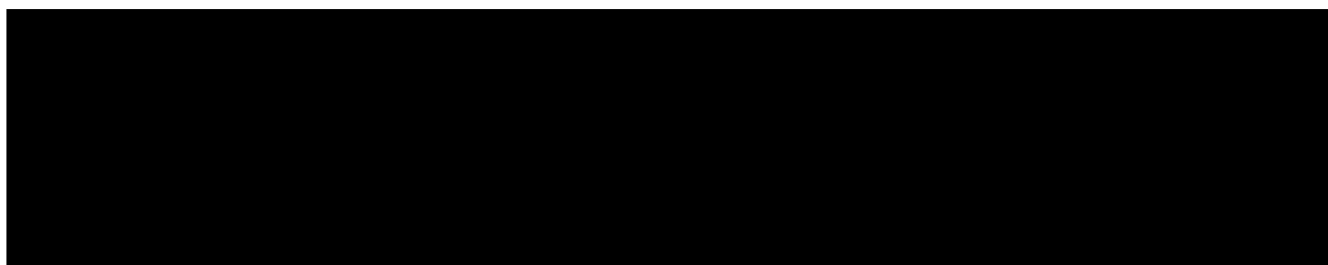
Purchased Intellectual Property

1. See Schedule 2.1(b)(iii).
2. See Schedule 2.1(b)(iii)(C).
3. SorbXTM, U.S. Reg. No. 4,366,024
4. PhosFIXTM, U.S. Reg. No. 4,366,025

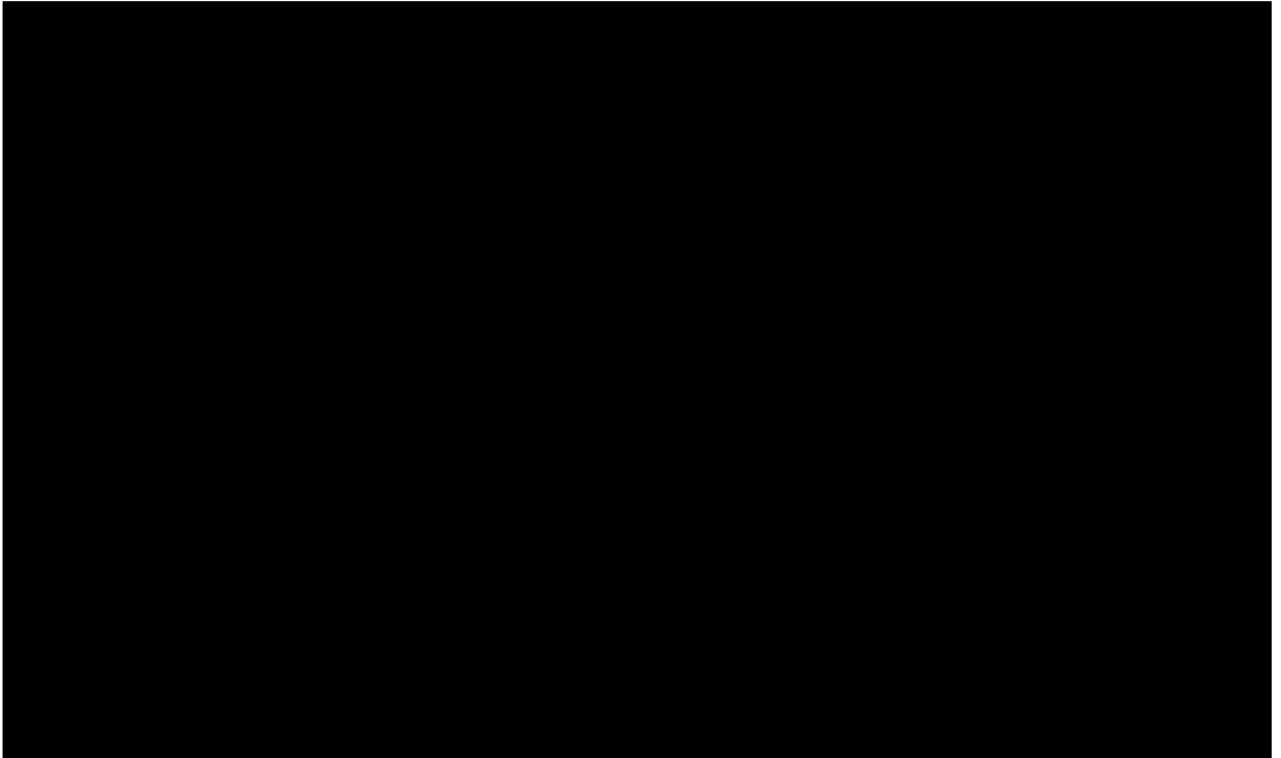
Schedule 5.7(a)



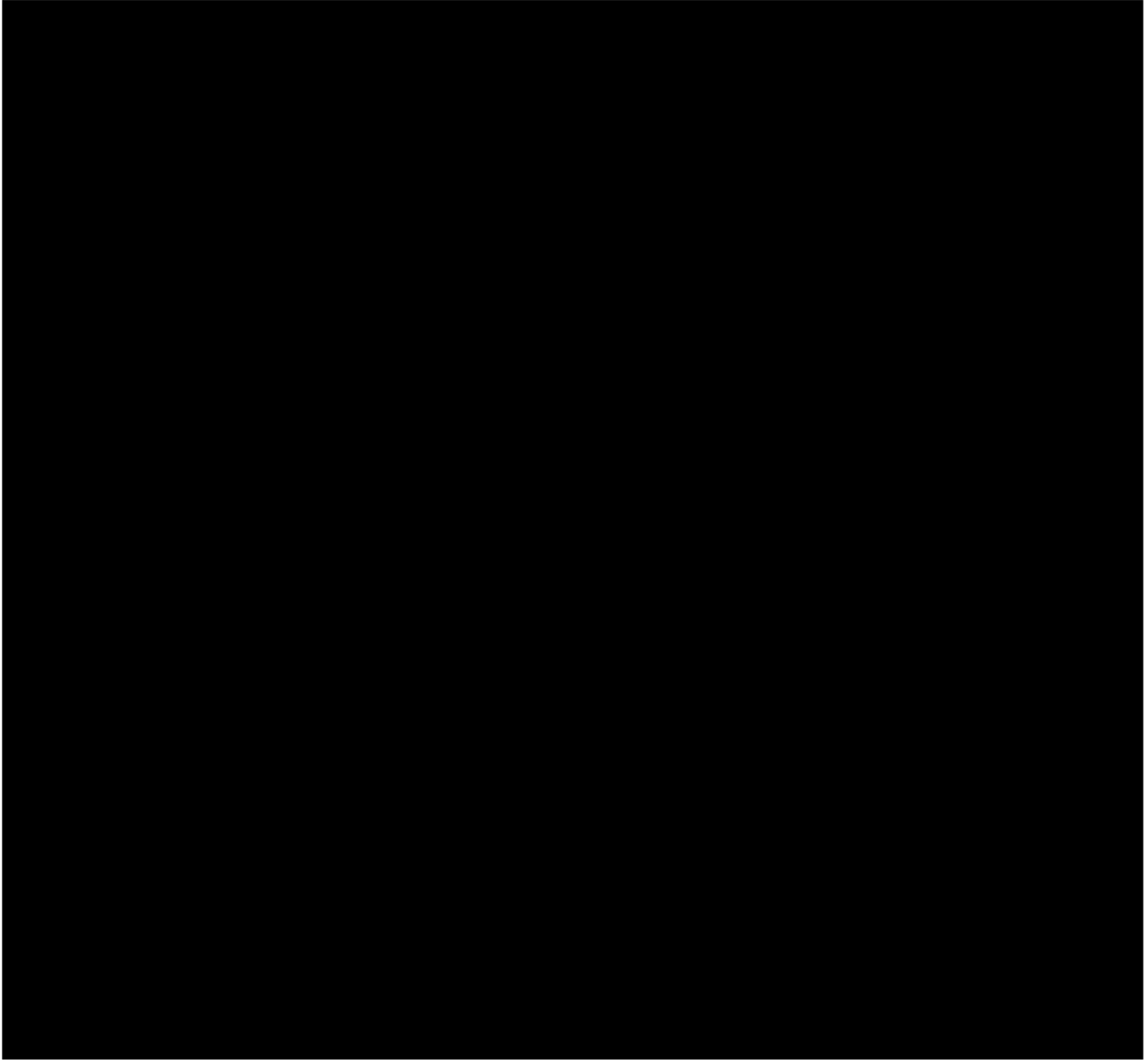
Schedule 5.7(b)



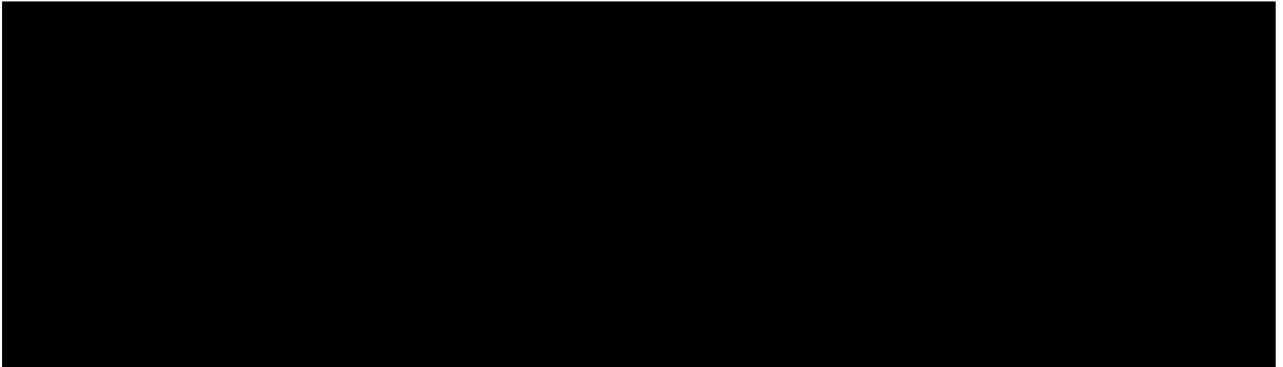
Schedule 5.8



Schedule 5.9



Schedule 5.11



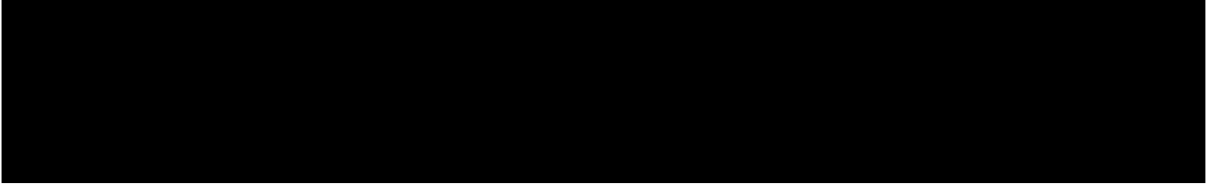
Schedule 5.12



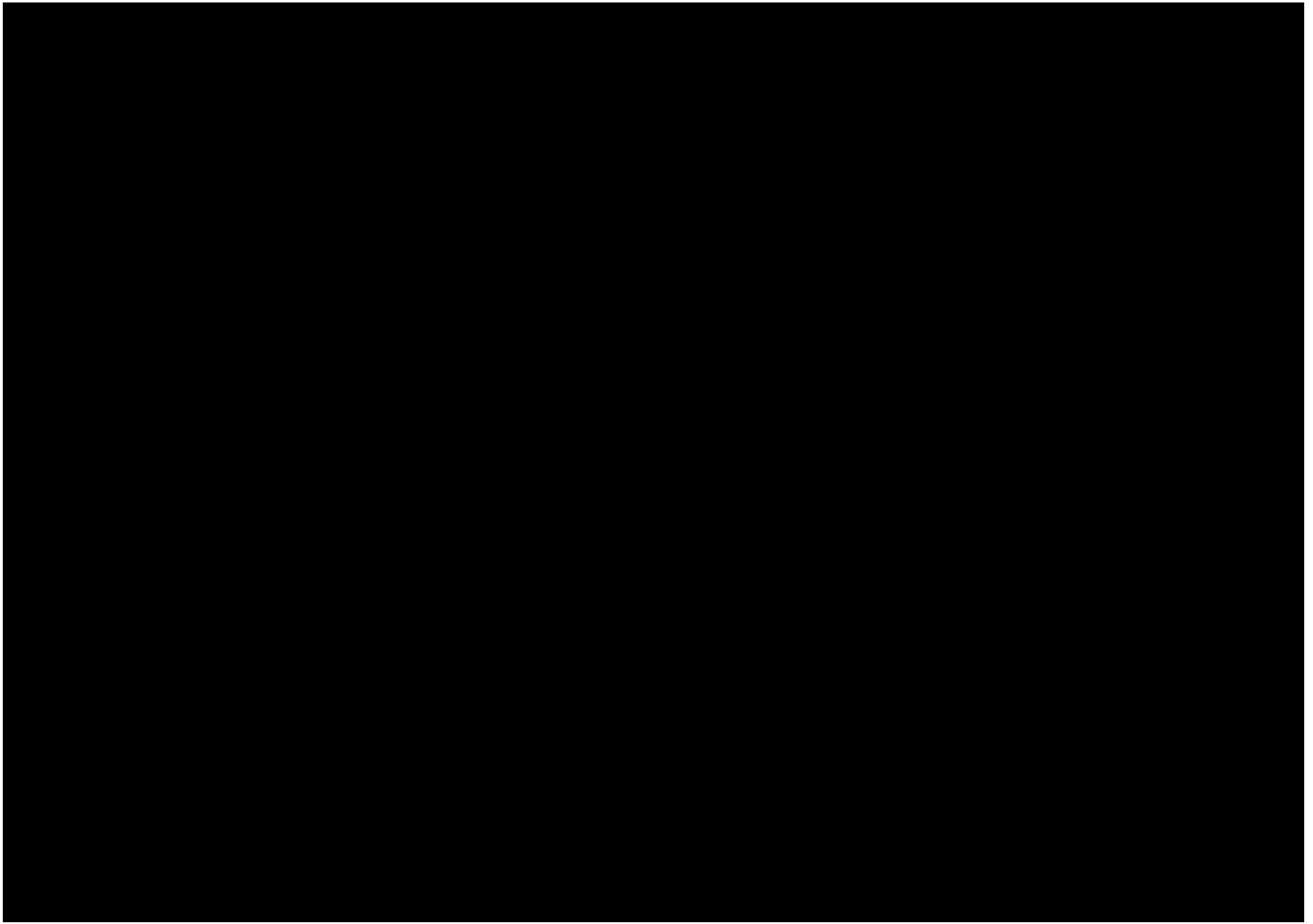
Schedule 6.3(b)



Schedule 6.5



Schedule 10.2



NAI-1500859040v19