

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6427359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NUCERA SOLUTIONS LLC	09/30/2020
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	127 PUBLIC SQUARE, 6TH FLOOR
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10414895
Patent Number:	10544277
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	055110-0016
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/02/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT dated as of September 30, 2020 (this “Agreement”), among the undersigned Loan Party (the “Grantor”) and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent for the benefit of the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS, NuCera Intermediate Holdings LLC, a Delaware limited liability company (“Holdings”) and NuCera Solutions LLC, a Delaware limited liability company (“Borrower”) are party to (a) a Credit Agreement dated as of September 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders and the Issuing Banks from time to time party thereto and the Administrative Agent, and (b) a Collateral Agreement dated as of September 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The Grantor is the Borrower or an Affiliate of the Borrower, will or have derived substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement. The Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Patent Collateral”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I; and

(b) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with

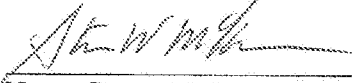
respect to the Patent Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUCERA SOLUTIONS LLC

By: 
Name: Steven McKeown
Title: President

[Signature Page to Patent Security Agreement]

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Robert G. Scelza
Title: Group Head & Managing Director

SCHEDULE I

U.S. Patent Registrations

Title	Application No.	(Publication No.)
	Application Date	Patent No. Issue Date
Improved color development of carbon black in Expanded Polystyrene (EPS)	15787169 10/18/2017	10414895 9/17/2019
Process For Making Gray Expanded Polystyrene	15787083 10/18/2017	10544277 1/28/2020