

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6472703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHOSFIX FERTILIZER & SOIL AMENDMENT, LLC	12/18/2020
RECEIVING PARTY DATA	
Name:	SOCIÉTÉ GÉNÉRALE, AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8968440
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/29/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of December 18, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by and among Phosfix Fertilizer & Soil Amendment, LLC (the **Grantor**) and Société Générale, as administrative agent (in such capacity, the **Administrative Agent**).

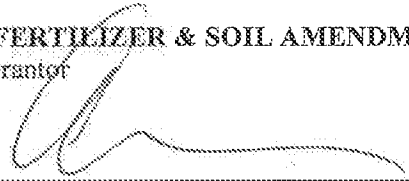
Reference is made to (a) the Amended and Restated Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Credit Agreement**), among Whitemarsh Infrastructure Acquisition, Inc., Whitemarsh Rail Acquisition, Inc. (collectively, the **Borrowers**), Shamrock Guarantor, Inc. (**Holdings**), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Collateral Agreement**), among the Borrowers, Holdings, the other Initial Grantors, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.
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 hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **Security Interest**) in all of the Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Patents listed on Schedule I (the **Patent Collateral**). The Grantor authorizes and requests that the Commissioner for Patents record this Agreement.
3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. 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, 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, the terms of the Collateral Agreement shall govern.
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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

PHOSFIX FERTILIZER & SOIL AMENDMENT,
LLC, as a Grantor

By: _____


Name: Alan Slepian
Title: Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054867 FRAME: 0860

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

DocuSigned by:

By: Pranav Chandra

Name: Pranav Chandra

Title: Managing Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date	Recorded Owner
FERTILIZER PRODUCTION	14173196	02/05/2014	8968440	03/03/2015	PHOSFIX FERTILIZER & SOIL AMENDMENT LLC ¹

¹ The recorded owner's legal name is "Phosfix Fertilizer & Soil Amendment, LLC"