506672323 05/19/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6719138

SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			SECURITY INTEREST			
CONVEYING PARTY	DATA					
			Name		Execution Date	
AITHER CHEMICALS	LLC				07/28/2011	
RECEIVING PARTY D	ΑΤΑ					
Name:	WEST	WEST VIRGINIA JOBS INVESTMENT TRUST BOARD				
Street Address:	1012 k	1012 KANAWHA BOULEVARD				
Internal Address:	FIFTH	FIFTH FLOOR				
City:	CHAR	CHARLESTON				
State/Country:	WEST	VIRG	INIA			
Postal Code:	25301					
PROPERTY NUMBERS Total: 1						
Property Type			Number			
Patent Number:		96766	9676695			
CORRESPONDENCE	ΠΔΤΔ					
			325-3324			
		o the e	e-mail address first; if that is u			
			<i>that is unsuccessful, it will be sent via US Mail.</i> 3251115			
			P@spilmanlaw.com			
			ILLIAM P. SMITH			
Address Line 1: O		ONE	DNE OXFORD CENTRE SUITE 3440			
Address Line 2: 30		301 G	01 GRANT ST			
Address Line 4:	Address Line 4: PITT		SBURGH, PENNSYLVANIA 15219			
TTORNEY DOCKET NUMBER:			005659.0105			
NAME OF SUBMITTER:			WILLIAM P. SMITH			
SIGNATURE:			/William P. Smith/			
DATE SIGNED:			05/19/2021			
Fotal Attachments: 6						
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "<u>Agreement</u>") made and entered into as of the 28th day of July, 2011, between AITHER CHEMICALS LLC, a West Virginia limited liability company (hereinafter sometimes referred to as the "<u>Debtor</u>"), having an office and place of business at 1740 Union Carbide Drive, South Charleston, West Virginia 25303, and WEST VIRGINIA JOBS INVESTMENT TRUST BOARD, a public body corporate (hereinafter sometimes referred to as the "<u>Secured Party</u>"), having an office and place of business at Fifth Floor, 1012 Kanawha Boulevard, East, Charleston, West Virginia 25301.

WITNESSETH:

WHEREAS, Secured Party has agreed to loan \$250,000.00 to Debtor; and

WHEREAS, Debtor has agreed to secure the performance of its loan repayment and other obligations to Secured Party, as provided herein; and

WHEREAS, Debtor has entered into that certain Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "<u>Security</u> <u>Agreement</u>") with the Secured Party, pursuant to which Debtor has granted to the Secured Party a security interest in all of the personal property of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Patents, and all proceeds thereof, to secure the payment of the loan and other obligations to Secured Party;

NOW THEREFORE, in consideration of the premises, said loan and the provisions and agreements herein contained, the parties hereto agree as follows:

1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. <u>Grant of Security Interest</u>. As security for the timely payment and performance of the Obligations and the performance of the obligations under the Note, the Security Agreement and this Agreement does hereby sell, assign, transfer and set over unto the Secured Party and grant to the Secured Party a security interest in all right, title or interest in or to any and all of the following assets and property now owned or at anytime hereafter acquired by Debtor or in which Debtor now has or any time in the future may acquire any right, title or interest (collectively, the "<u>Patent Collateral</u>"):

(a) all applications for letters patent of the United States, including those listed on <u>Schedule I</u>, and all letters patent of the United States;

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

PATENT RFFI.: 026705 FRAME: 0796 PATENT REEL: 056292 FRAME: 0905 (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interests granted to the Secured Party herein are in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party generally and with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement and the Security Agreement, the terms of this Agreement and the Security Agreement, the terms of the Security Agreement and the Security Agreement, the terms of the security Agreement and the Security Agreement, the terms of the security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. <u>Recordation</u>. The Debtor authorizes the Secured Party or its agents to file this Agreement, together with any other necessary cover sheets or other documents, with the Director of the U.S. Patent and Trademark Office, and further authorizes and requests that the Director of the U.S. Patent and Trademark Office record this Agreement.

5. <u>Governing Law: Severability</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia without regard to principles of conflicts of laws.

6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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PATENT REEL: 026705 FRAME: 0797 PATENT REEL: 056292 FRAME: 0906

SCHEDULE I TO PATENT SECURITY AGREEMENT

United States Provisional Patent Application Number 61/448,441, filed on March 2, 2011, with the Filing Title of "A Method of Separating Select Components of Natural Gas Streams for Manufacturing Higher-Value Chemical Products" originally filed by Mark Nunley, Parvez Wadia, George Keller, William Etzkorn and Madan Bhasin (collectively, the "Inventors"), and then assigned by the Inventors to Mid-Atlantic Technology, Research and Innovation Center, Inc. and then subsequently assigned to Aither Chemicals LLC.

> PATENT RFFL: 026705 FRAME: 0798 PATENT REEL: 056292 FRAME: 0907

WITNESS the due execution and sealing hereof with the intent to be legally bound, this 28th day of July, 2011.

		MICALS LLC
8	West Virginia	limited liability company
		1 11

By: Leonard Dolhert, Manager

BEING THE SOLE MANAGER OF AITHER CHEMICALS LLC AITHER CHEMICALS LLC a West Virginia limited liability company

By: Leonard Dolhert, Member

By: Mid-Atlantic Holdings, Inc. a West Virginia Corporation a Member of Aither Chemicals LLC

> By: Steve Kawash, Treasurer and Authorized Person

BEING ALL OF THE MEMBERS OF AITHER CHEMICALS LLC

WEST VIRGINIA JOBS INVESTMENT TRUST BOARD

By: C. Andrew Zulauf Its: Executive Director

2981667 (5659.54)

PATENT RFFI · 026705 FRAME: 0799 PATENT REEL: 056292 FRAME: 0908 WITNESS the due execution and sealing hereof with the intent to be legally bound, this 28th day of July, 2011.

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PATENT DEEL: 028705 FRAMF: 0800 PATENT REEL: 056292 FRAME: 0909 WITNESS the due execution and sealing hereof with the intent to be legally bound, this 28th day of July, 2011.

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PATENT REEL: 026705 FRAME: 0801 PATENT REEL: 056292 FRAME: 0910

RECORDED: 05/19/2021