

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PCTEST ENGINEERING LABORATORY, LLC | 07/14/2021 |
| RECEIVING PARTY DATA | |
| Name: | ING BANK N.V., LONDON BRANCH, AS COLLATERAL AGENT |
| Street Address: | 8-10 MOORGATE |
| City: | LONDON |
| State/Country: | UNITED KINGDOM |
| Postal Code: | UK EC2R 6DA |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | D892129 |
| Patent Number: | 9277331 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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> | |
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| Correspondent Name: | JUSTINE LU/WHITE & CASE LLP |
| Address Line 1: | 555 SOUTH FLOWER STREET, SUITE 2700 |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90071 |
| ATTORNEY DOCKET NUMBER: | 1161302-0002-S216 |
| NAME OF SUBMITTER: | JUSTINE LU |
| SIGNATURE: | /Justine Lu/ |
| DATE SIGNED: | 07/14/2021 |
| Total Attachments: 5 | |
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| source=Element - NPA Patent IPSA (\$70M NPA) (Executed) (002)#page5.tif | |

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated July 14, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ING Bank N.V., London Branch, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Documents and the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement.

WHEREAS, Reference is made to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among, *inter alios*, Element Materials Technology Group US Holdings Inc., a Delaware corporation (the "Issuer"), Element Materials Technology Limited, a limited company incorporated under the laws of England and Wales ("Holdings"), Alter Domus Agency Services (UK) Limited, as Administrative Agent, ING Bank N.V., London Branch, as Collateral Agent, each purchaser from time to time party thereto (the "Purchasers") and the other parties party thereto., and, pursuant to the Note Purchase Agreement, each Purchaser has agreed to make Notes upon the terms and subject to the conditions set forth in the applicable Note Purchase Agreement to which such Purchaser is a party.

WHEREAS, in connection with the Note Purchase Agreement, the Grantors have entered into the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "\$70,000,000 Note Purchase Agreement Pledge and Security Agreement") in order to induce the Purchasers to make Notes.

WHEREAS, under the terms of the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the issued and pending Patents (as defined in the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto (the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting

the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Note Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement, the terms of the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement shall govern.

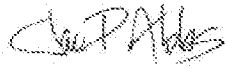
SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the \$70,000,000 Note Purchase Agreement Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PCTEST Engineering Laboratory, LLC, as Grantor

By: 

Name: Jan Patrice Abbs
Title: Secretary

ING BANK N.V., LONDON BRANCH, as
Collateral Agent

By: 

Name: Gracinda Araujo & Ibironke Sofowora

Title: Authorised Signatories

SCHEDULE A

United States Patents and Patent Applications

| Title | Patent No. / Date | App. No. / Date | Owner |
|--|---------------------|-----------------------|---------------------------------------|
| MIMO OTA HOLDER | D892129 20200804 | 29/642741 20180402 | PCTEST Engineering Laboratory, LLC |
| TECHNIQUES FOR TESTING COMPATIBILITY OF A WIRELESS COMMUNICATION DEVICE | 9277331 20160301 | 14/188460 20140224 | PCTEST Engineering Laboratory, LLC |