

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6845283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	GALATA CHEMICALS, LLC	07/30/2021
RECEIVING PARTY DATA		
Name:	KEYBANK NATIONAL ASSOCIATION	
Street Address:	195 CHURCH STREET, 3RD FLOOR	
City:	NEW HAVEN	
State/Country:	CONNECTICUT	
Postal Code:	06510	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	8088937	
Patent Number:	8507596	
Patent Number:	8876918	
Patent Number:	9321901	
Patent Number:	9346939	
Patent Number:	9580574	
Patent Number:	9587088	
Patent Number:	9745450	
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>		
Phone:	8605226103	
Email:	teich@halloransage.com	
Correspondent Name:	MATTHEW L. TEICH, ESQ.	
Address Line 1:	225 ASYLUM STREET	
Address Line 4:	HARTFORD, CONNECTICUT 06103	
ATTORNEY DOCKET NUMBER:	1447051 PT AGREEMENT	
NAME OF SUBMITTER:	MATTHEW L. TEICH, ESQ.	

SIGNATURE:	/Matthew L. Teich, Esq./
DATE SIGNED:	08/03/2021
Total Attachments: 8 source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif source=Patent Security Agreement#page8.tif source=Patent Security Agreement#page9.tif source=Patent Security Agreement#page10.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this “Patent Security Agreement”) is made this 30th day of July, 2021, by and between **GALATA CHEMICALS, LLC**, a Delaware limited liability company (“Grantor”), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

W I T N E S S E T H:

WHEREAS, Grantor, Artek US Holding Corp., a Delaware corporation (“Artek”), Sterling Specialty Chemicals LLC, a Delaware limited liability company, as borrower (“Sterling”; together with Grantor and Artek, collectively, the “Borrowers” and each individually a “Borrower”), Galata Chemicals Holding Company, LLC, a Delaware limited liability company, as guarantor (“Galata Holding”) and Artek Resources LLC, a Delaware limited liability company, as guarantor (“Artek Resources”; together with Galata Holding, collectively, jointly and severally, the “Guarantors”), have entered into that certain Credit Agreement of even date herewith (as amended, the “Credit Agreement”), with Agent and the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), pursuant to which the Lender Group (as defined therein) has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to enter into the Credit Agreement and the other Loan Documents and to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrowers and Guarantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of June 4, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following (subject to the limitations contained

in the Security Agreement), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments thereunder, the Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Patent Collateral and other Collateral under this Patent Security Agreement and the Security Agreement.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

8. **CONSTRUCTION.** This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK;

PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

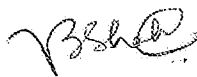
11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GALATA CHEMICALS, LLC

By: 
Name: Vishal Shah
Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

KEYBANK NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Bradley Hardy
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

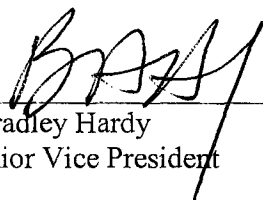
GALATA CHEMICALS, LLC

By: _____
Name: Vishal Shah
Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

KEYBANK NATIONAL ASSOCIATION, a
national banking association

By:  _____
Name: Bradley Hardy
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Galata Chemicals, LLC	U.S.	Alkyltin sulfanyl diester thiols	12/832,701 8,088,937	July 8, 2010
Galata Chemicals, LLC	U.S.	Bio-based plasticizer	13/360,762 8,507,596	January 29, 2012
Galata Chemicals, LLC	U.S.	Bio-based wax compositions and applications	13/392,857 8,876,918	September 1, 2010
Galata Chemicals, LLC	U.S.	Plasticizers derived from renewable feedstock	14/350,559 9,321,901	October 11, 2012
Galata Chemicals, LLC	U.S.	Flexible PVC compounds having a low metals content	14/463,372 9,346,939	August 19, 2014
Galata Chemicals, LLC	U.S.	Bio-based biocide compositions and methods of preserving therewith	14/443,973 9,580,574	May 19, 2015
Galata Chemicals, LLC	U.S.	Heat stabilizer for halogen-containing polymers	14/910,627 9,587,088	July 15, 2014
Galata Chemicals, LLC	U.S.	Stabilizers containing high purity mono-octyltin compounds	15/266,379 9,745,450	September 15, 2016

None.

Patent Licenses