

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6946405

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TECHNOLOGY ACQUISITION GROUP 2018, LLC	09/20/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CHASM ADVANCED MATERIALS, INC.
<b>Street Address:</b>	480 NEPONSET STREET
<b>Internal Address:</b>	BUILDING C
<b>City:</b>	CANTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02021
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9084990
Patent Number:	10336611
Patent Number:	9855551
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(405)235-0439
<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>	
<b>Phone:</b>	405-235-9621
<b>Email:</b>	tiffany.butler@mcafeetaft.com
<b>Correspondent Name:</b>	MCAFEE & TAFT
<b>Address Line 1:</b>	211 NORTH ROBINSON
<b>Address Line 2:</b>	8TH FLOOR, TWO LEADERSHIP SQUARE
<b>Address Line 4:</b>	OKLAHOMA CITY, OKLAHOMA 73102
<b>ATTORNEY DOCKET NUMBER:</b>	09821.3
<b>NAME OF SUBMITTER:</b>	WILLIAM D. HALL
<b>SIGNATURE:</b>	/William D. Hall/
<b>DATE SIGNED:</b>	09/30/2021
<b>Total Attachments: 10</b>	
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## EXHIBIT B

## AMENDED SECURED PROMISSORY NOTE

**\$1,900,000****Date: August 20, 2021**

For value received, **CHASM ADVANCED MATERIALS, INC.**, a Delaware corporation (“Chasm”, or the “Maker”), promises to pay to **TECHNOLOGY ACQUISITION GROUP 2018, LLC**, a Delaware limited liability company (the “Holder”), in lawful money of the United States, the sum of One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00) (this “Note”) with a first payment in the amount of Three Hundred Thousand Dollars (\$300,000.00) due on September 20, 2021 followed by twenty-four (24) equal monthly installments of Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$66,666.67) on the 20<sup>th</sup> day of each month beginning on October 20, 2021 until the entire principal amount due hereunder is paid in full. If not sooner paid, the entire outstanding principal amount of this Note shall be due and payable on the twentieth day of the 24th month hereafter. The obligations under this Note shall not accrue interest.

This Note is issued pursuant to that certain Patent Acquisition and License Agreement, effective as of December 30, 2020 and per the Amendment thereto effective as of July 15, 2021 (as from time to time amended, restated, supplemented or otherwise modified, the “PALA”) and Patent Security Agreement, dated as of even date herewith, by and between the Maker and the Holder (as from time to time amended, restated, supplemented or otherwise modified (the “Patent Security Agreement”) and is the “Note” as defined therein.

Capitalized terms used herein that are not defined shall have the same meanings assigned to such terms in the PALA and Patent Security Agreement.

Upon the occurrence and during the continuation of an Event of Default hereunder, all obligations under this Note, including principal and professional fees, shall bear interest at a rate of five percent (5%) per annum.

The Maker shall have the right to prepay this Note in full or in part at any time without penalty or premium.

The entire unpaid balance of the principal amount, together with interest accrued thereon, shall become immediately due and payable in full, without notice or demand, upon the occurrence of any of the following events (each an “Event of Default”): (1) the Maker fails to make payment of any amount when due under this Note within ten (10) calendar days after its receipt of written notice of such failure; (2) the Maker fails to comply materially with any term, covenant or condition contained in the PALA or Patent Security Agreement within thirty (30) calendar days after its receipt of written notice of such failure; (3) a final judgment or order for the payment of money, or any final order granting equitable relief, shall be entered against the Maker and such judgment or order has, or is reasonably expected to have, a materially adverse effect on the financial condition of the Maker; (4) if the Maker shall voluntarily (x) file a petition under the Bankruptcy Code (Title 11 of the United States Code), as such Bankruptcy Code may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency statute;

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(y) make an assignment for the benefit of creditors, or (z) file an answer in an involuntary proceeding admitting insolvency or inability to pay debts; or (5) if the Maker shall be adjudged bankrupt or if a trustee, custodian or receiver shall be appointed for Maker or the Maker's property, or a portion thereof.

If any provisions of this Note are successfully enforced against the Maker by the Holder, the Maker shall pay all reasonable expenses incurred by the Holder in the enforcement of this Note, including, without limitation, the reasonable fees and disbursements of counsel to the Holder.

No delay or omission of the Holder in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy. Acceptance by the Holder of any payment after maturity or acceleration shall not be deemed a waiver of maturity or acceleration. A waiver on one occasion shall not operate as a bar to or waiver of any such right or remedy on any future occasion.

The Maker hereby waives presentment, demand, and protest, notice of nonpayment and protest and any and all lack of diligence or delays that may occur in the collection of this Note.

The validity of this Note, its construction, interpretation, and enforcement, and the rights of the Holder and the Maker shall be determined under, governed by, construed, and interpreted in accordance with the laws of the State of Delaware.

Any notice to be given pursuant to this Note shall be in writing, and shall be sent to the Holder or the Maker, as the case may be, at the address set forth below each party's signature hereto and shall be deemed received: (1) one business day after dispatch if sent for overnight delivery by a nationally recognized overnight courier; or (2) when actually received, if personally delivered.

MAKER AND HOLDER EACH SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY MAKER AGAINST HOLDER OR ITS ASSIGNEE OR BY HOLDER OR ITS ASSIGNEE AGAINST MAKER.

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EXECUTED as a sealed document as of the day and year first above written.

**MAKER:**

**CHASM ADVANCED MATERIALS, INC.**

DocuSigned by:  
*DAVID J. ARTHUR*  
By: \_\_\_\_\_  
Name: David J. Arthur  
Title: President and Chief Executive Officer

**ACCEPTED AND AGREED TO:**

**TECHNOLOGY ACQUISITION GROUP  
2018, LLC**

DocuSigned by:  
*John Saefke*  
By: \_\_\_\_\_  
Name: John Saefke  
Title: Chief Executive Officer

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**AMENDED PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT (this "Patent Security Agreement") dated as of September 20, 2021, between CHASM ADVANCED MATERIALS, INC., a Delaware corporation (the "**Company**"), and TECHNOLOGY ACQUISITION GROUP 2018, LLC, a Delaware limited liability company (the "**Secured Party**").

WHEREAS, pursuant to the satisfaction of a certain Patent Acquisition and License Agreement effective as of December 30, 2020 and per the Amendment thereto effective as of July 15, 2021 (as amended and in effect from time to time, the "**PALA**") the Secured Party has assigned to the Company all right, title and interest in and to the Patents listed on Schedule 1 (the "**Patents**") in connection with which the Secured Party has extended credit to the Company as evidenced by the Secured Promissory Note in the original principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) executed by the Company and delivered to the Secured Party as of even date herewith (the "**Note**"); and

WHEREAS, it is a condition precedent to the Secured Party's extending such credit to the Company under the PALA and the Note that the Company execute and deliver to the Secured Party a first priority security agreement in substantially the form hereof; and

WHEREAS, the Company wishes to grant perfected first priority security interests in favor of the Secured Party in the Patents as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Patent Security Agreement referred to below:

**Patent Collateral.** All of the Company's right, title and interest in and to the Patents as identified in the attached SCHEDULE 1.

**Pending.** With respect to any claim, action, suit, proceeding or investigation of a party or a party's interest in the Patent Collateral, that such party has been sued or initially notified with respect to such claim, action, suit, proceeding or investigation and such action, suit, proceeding or investigation has not been dismissed, completed or terminated.

**Proceeds.** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

**PTO.** The United States Patent and Trademark Office.

**2. Grant of Security Interest.**

To secure the payment in full of the Note, the Company hereby grants to the Secured Party a security interest in all of the Patent Collateral.

**3. Representations, Warranties and Covenants.**

The Company represents, warrants and covenants that: (i) the Company has the right to enter into this Patent Security Agreement and perform its terms; (ii) this Patent Security Agreement will create in favor of the Secured Party a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to

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in clause (iii) of this §3; and (iii) except for the filing of financing statements with Secretary of State for the State of Delaware under the Uniform Commercial Code and the filing of this Patent Security Agreement with the PTO and except for any filings which may be required in jurisdictions outside the United States, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Company or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Security Agreement by the Company, or (2) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder.

The Company represents, warrants and covenants that for all Patents all maintenance fees and annuities will be timely paid by the Company for the duration of this Patent Security Agreement.

**4. No Transfer or Inconsistent Agreements.**

Without the Secured Party's prior written consent or unless and until the Note is paid in full, the Company will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Patent Collateral or (ii) enter into any agreement that is inconsistent with the Company's obligations under this Patent Security Agreement.

**5. Remedies.**

If any Event of Default shall have occurred and be continuing, then upon notice by the Secured Party to the Company: the Secured Party shall have, in addition to all other rights and remedies given it by this Patent Security Agreement and the Note, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Delaware or Massachusetts, as applicable, and, without limiting the generality of the foregoing, subject to applicable law, the Secured Party may sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Note. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Company at least fifteen (15) Business Days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Company hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

**6. Power of Attorney.**

If any Event of Default shall have occurred and be continuing, the Company does hereby make, constitute and appoint the Secured Party (and any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary for the Secured Party to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Company is obligated to execute and do hereunder. This power of attorney shall be irrevocable for the duration of this Patent Security Agreement.

**7. Further Assurances.**

The Company shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Party may reasonably request or as may be necessary in order to implement the provisions of this Patent Security Agreement or to assure and confirm to the Secured Party the grant, perfection and priority of the Secured Party's security interest in any of the Patent Collateral.

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**8. Termination.**

At such time as the entirety of the Note has been finally paid and satisfied in full, this Patent Security Agreement shall terminate and the Secured Party shall, promptly and in any event within five (5) business days of request from Company, execute and deliver to the Company, at the expense of the Company, all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Company the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Secured Party by the Company pursuant to this Patent Security Agreement, as fully as if this Patent Security Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Party in accordance herewith.

**9. Course of Dealing.**

No course of dealing among the Company and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**10. Expenses.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by the Secured Party in its capacity as secured party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid directly by the Company. Company shall not abandon any of the Patent Collateral without first obtaining written permission from the Secured Party.

**11. Rights and Remedies Cumulative.**

All of the Secured Party's rights and remedies with respect to Events of Default relating to the Patent Collateral, whether established hereby or by the Note or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Security Agreement is supplemental to the Note, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Patent Security Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Secured Party under the Note.

**12. Notices.**

All notices and other communications made or required to be given pursuant to this Patent Security Agreement shall be made as set forth in Section 9.10 of the PALA.

**13. Amendment and Waiver.**

This Patent Security Agreement is subject to modification only by a writing signed by the Secured Party and the Company. Neither party shall be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by it. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**14. Governing Law.**

**THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MASSACHUSETTS.**

**15. Miscellaneous.**

The headings of each section of this Patent Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Security Agreement and all rights and obligations hereunder shall be



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binding upon the Company and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Security Agreement and the Note, the provisions of the Note shall control. If any term of this Patent Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

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**IN WITNESS WHEREOF**, intending to be legally bound, the Company has caused this Agreement to be duly executed as of the date first above written.

Accepted:

**COMPANY:**

**CHASM ADVANCED MATERIALS, INC.**

Date:

DocuSigned by:  
By: DAVID J. ARTHUR  
61B01BEA4EA4486...  
David J. Arthur

Title: President and Chief Executive Officer

Acknowledged:

**SECURED PARTY:**

**TECHNOLOGY ACQUISITION GROUP 2018, LLC**

Date:

DocuSigned by:  
By: John Saefke  
4E5062A5B5AE4B4...  
John Saefke

Title: Chief Executive Officer

## EXHIBIT C

## SCHEDULE 1

Case. Ref.	Application No./Patent No.	Title	Cases Status	Country
35470.00047	Patent No. ZL201080041320.1	CATALYST AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	China
35470.00048	Appln. No. 10800624.8 Patent No. 2454015	CATALYSTS AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	Europe  (Validated in Belgium, France, Germany, and United Kingdom)
35470.00048	Appln. No. 10800624.8 Patent No. 2454015	CATALYSTS AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	Belgium
35470.00048	Appln. No. 10800624.8 Patent No. 2454015	CATALYSTS AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	France
35470.00048	Appln. No. 10800624.8 Patent No. 602010058935	CATALYSTS AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	Germany
35470.00048	Appln. No. 10800624.8 Patent No. 2454015	CATALYSTS AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	United Kingdom
35470.00049	Appln. No. 2012-520819 Patent No. 5670451	CATALYST AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	Japan
35470.00051	Appln. No. 13/383,963 Patent No. 9,084,990	CATALYST AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	United States

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35470.00072	Appln. No. 15/337,262 Continuation of 14/342,735 Patent No. 10,336,611	SINGLE WALL CARBON NANOTUBE PURIFICATION PROCESS AND IMPROVED SINGLE WALL CARBON NANOTUBES	Issued	United States
35470.00074	Appln. No. 2014- 255341 Patent No. 5932010	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	Japan
35470.00076	U.S. Pat. No. 9,855,551	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	United States
35470.00077	Appln. No. 2016- 088743 which is a divisional of JP - 2012- 520819 Patent No. 6310956	CAYATLYST AND METHODS FOR PRODUCING MULTI-WALL CARBON NANOTUBES	Issued	Japan
35470.00081	Appln. No. 13102302.4 Patent No. HK1175431	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	Hong Kong