

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6975619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
USALCO, LLC	10/19/2021
G2O TECHNOLOGIES LLC	10/19/2021

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 SOUTH WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	15048472
Application Number:	15977387
Application Number:	16237286
Application Number:	15882748
Application Number:	14852458
Application Number:	15478485
Application Number:	15455669
Application Number:	14333963
Application Number:	10123700
Application Number:	15315426

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-00238
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/19/2021

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 19, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Twin Brook Capital Partners, LLC (“Twin Brook”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 19, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers (as defined therein) party thereto from time to time, the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers from time to time party thereto and Twin Brook, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 19, 2021, in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

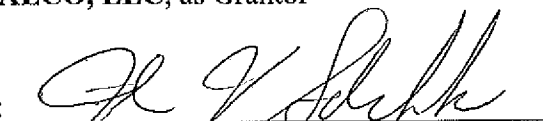
[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

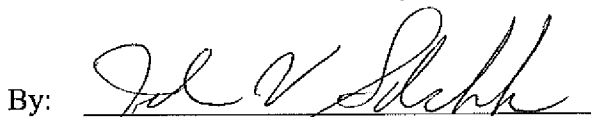
USALCO, LLC, as Grantor

By:


Name: John Sobchak
Title: Chief Financial Officer

G2O TECHNOLOGIES LLC, as Grantor


By:


Name: John Sobchak
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED

as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 
Name: Kimberly Trick
Title: Managing Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

Description	Application No.	Application Date	Patent No.	Patent Date	Owner/Applicant
Stable concentrated polyaluminum chlorosilicate solutions	15048472	2/19/16	11053143	7/6/21	USALCO, LLC
Concentrated aqueous solutions of aluminum chlorohydrate monohydrate	15977387	5/11/18	10947124	3/16/21	USALCO, LLC
Sodium aluminum sulfate for use in animal litters	16237286	12/31/18	10869459	12/22/20	USALCO, LLC
Stable salt-free polyaluminum chlorosulfates	15882748	1/29/18	10450209	10/22/19	USALCO, LLC
Method for production of aluminum chloride derivatives	14852458	9/11/15	10040072	8/7/18	USALCO, LLC
Stable salt-free polyaluminum chlorosulfates	15478485	4/4/17	9878929	1/30/18	USALCO, LLC
Product comprising aluminum chlorohydrate particles having specific basicity	15455669	3/10/17	9878918	1/30/18	USALCO, LLC
Stable salt-free polyaluminum chlorosulfates	14333963	7/17/14	9611155	4/4/17	USALCO, LLC
Process for stabilizing aqueous aluminate and zirconate solutions: ADDING ALKALI METAL CARBONATE; ALLOWS LONG TERM STORAGE; AVOIDING USE OF GLUCONATES OR TARTRATES	10123700	4/16/02	6800264	10/5/04	USALCO, LLC

2. PATENT APPLICATIONS

Description	Application No.	Application Date	Patent No.	Patent Date	Owner/ Applicant
METHOD FOR MAKING SULFATED POLYALUMINUM CHLORIDE (PACS) OR POLYALUMINUM CHLORIDE (PAC) AND PACS OR PAC MADE BY SAME	15315426	6/12/15	N/A	N/A	G2O Technologies LLC

3. IP LICENSES

None.