# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7520474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

## **CONVEYING PARTY DATA**

Name	Execution Date
LIVENT USA CORP.	09/01/2022

## **RECEIVING PARTY DATA**

Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013

## **PROPERTY NUMBERS Total: 29**

Property Type	Number
Patent Number:	7276314
Patent Number:	8980477
Patent Number:	8231810
Patent Number:	8753779
Patent Number:	10003070
Patent Number:	7771874
Patent Number:	9896345
Patent Number:	7588623
Patent Number:	8021496
Patent Number:	8377236
Patent Number:	7754101
Patent Number:	10141568
Patent Number:	11171323
Patent Number:	11168384
Patent Number:	10374228
Patent Number:	11264598
Application Number:	16359707
Application Number:	16423843
Application Number:	16573556
Application Number:	17833014

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507473581

Property Type	Number
Application Number:	17586128
Application Number:	17308519
Application Number:	63349742
Application Number:	17178439
Application Number:	63398369
Application Number:	17702154
Application Number:	63172274
Application Number:	63359342
Application Number:	17324499

#### CORRESPONDENCE DATA

**Fax Number:** (212)310-8007

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:** 2123108000

Email: juan.arias@weil.com
Correspondent Name: ALISON FREUDMAN

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	ALISON FREUDMAN
SIGNATURE:	/ALISON FREUDMAN/
DATE SIGNED:	09/01/2022

#### **Total Attachments: 7**

source=Livent - Patent Security Agreement Executed#page1.tif source=Livent - Patent Security Agreement Executed#page2.tif source=Livent - Patent Security Agreement Executed#page3.tif source=Livent - Patent Security Agreement Executed#page4.tif source=Livent - Patent Security Agreement Executed#page5.tif source=Livent - Patent Security Agreement Executed#page6.tif source=Livent - Patent Security Agreement Executed#page7.tif

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#### NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Notice"), dated as of September 1, 2022, is made by Livent USA Corp., a Delaware corporation (the "Grantor"), and Citibank, N.A., in its capacity as administrative agent and collateral agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

#### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the financial institutions party thereto as Lenders and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to an Amended and Restated Pledge and Security Agreement, dated as of September 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "<u>Patent Collateral</u>"):
- (a) all of its Patents, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all inventions and improvements described and claimed in any of the foregoing;
- (c) all reissues, divisions, continuations, renewals, extensions, and continuations-inpart thereof and amendments of any of the foregoing;
- (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements, misappropriation, dilution or other violation thereof; and
- (e) all right to sue for past, present, and future infringements, misappropriation, dilution or other violation thereof, including all right to settle suits involving claims and demands for royalties owing.

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- Section 3. <u>Security Agreement</u>. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Grantor Remains Liable</u>. 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.
- Section 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Notice.
- Section 6. <u>Counterparts</u>. This Notice may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of this Notice by telecopier shall be effective as delivery of a manually executed counterpart of this Notice. The words "execution," "executed," "signed," "signature," and words of like import in this Notice shall be deemed to include electronic signatures or the keeping of records in electronic form each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.
- Section 7. Governing Law. THIS NOTICE, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS NOTICE, THE EXECUTION OR PERFORMANCE OF THIS NOTICE OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[SIGNATURE PAGES FOLLOW]

PATENT REEL: 061373 FRAME: 0151 IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIVENT USA CORP., as Grantor

By:

Hiberto Antonia (Aug 31, 2022 (191)8 EDT)

Name: Gilberto Antoniazzi
Title: Vice President and Chief
Financial Officer

ACCEPTED AND AGREED as of the date first above written:	
CITIBANK, N.A., as Administrative Agent	
By:	
Name:	
Title:	

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

Title:

Very t	ruly yours,
LIVEN as Gra	NT USA CORP., ntor
By:	
J	Name:

ACCEPTED AND AGREED as of the date first above written:

CITIBANK, N.A., as Administrative Agent

By: Name: Michael Vondriska

Title: Vice President

[Signature Page to Livent Patent Security

PATENT

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# SCHEDULE I TO NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

# U.S. Patent Registrations

### 1. U.S. REGISTERED PATENTS

TITLE	STATUS	APPLICATION #	DATE FILED	PATENT #	GRANT DATE	APPLICANT/ OWNER
LITHIUM METAL DISPERSION IN SECONDARY BATTERY ANODES	Issued	10/760,007	Jan 16, 2004	7276314	Oct 2, 2007	Livent USA Corp.
LITHIUM METAL DISPERSION IN SECONDARY BATTERY ANODES	Issued	10/324,611	Dec 20, 2002	8980477	Mar 17, 2015	Livent USA Corp.
COMPOSITE MATERIALS OF NANO-DISPERSED SILICON AND TIN AND METHODS OF MAKING THE SAME	Issued	11/106,225	Apr 14, 2005	8231810	Jul 31, 2012	Livent USA Corp.
COMPOSITE MATERIALS OF NANO-DISPERSED SILICON AND TIN AND METHODS OF MAKING THE SAME	Issued	13/553,865	Jul 20, 2012	8753779	Jun 17, 2014	Livent USA Corp.
COMPOSITE MATERIALS OF NANO-DISPERSED SILICON AND TIN AND METHODS OF MAKING THE SAME	Issued	14/305,370	Jun 16, 2014	10003070	Jun 19, 2018	Livent USA Corp.
LITHIUM MANGANESE COMPOUNDS AND METHODS OF MAKING THE SAME	Issued	11/477,070	Jun 28, 2006	7771874	Aug 10, 2010	Livent USA Corp.
LITHIUM MANGANESE COMPOUNDS AND METHODS OF MAKING THE SAME	Issued	14/086,289	Nov 21, 2013	9896345	Feb 20, 2018	Livent USA Corp.

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TITLE	STATUS	APPLICATION #	DATE FILED	PATENT #	GRANT DATE	APPLICANT/ OWNER
STABILIZED LITHIUM METAL POWDER FOR LI- ION APPLICATION, COMPOSITION AND PROCESS	Issued	11/480,606	Jul 3, 2006	7588623	Sep 15, 2009	Livent USA Corp.
STABILIZED LITHIUM METAL POWDER FOR LI- ION APPLICATION, COMPOSITION AND PROCESS	Issued	12/152,212	May 13, 2008	8021496	Sep 20, 2011	Livent USA Corp.
STABILIZED LITHIUM METAL POWDER FOR LI- ION APPLICATION, COMPOSITION AND PROCESS	Issued	13/214,317	Aug 22, 2011	8377236	Feb 19, 2013	Livent USA Corp.
SUBSTITUTED ALKYLMETAL COMPOSITIONS AND METHODS OF PREPARING THE SAME	Expired	12/274,422	Nov 20, 2008	7754101	Jul 13, 2010	Livent USA Corp.
STABILIZED LITHIUM METAL POWDER FOR LI- ION APPLICATION, COMPOSITION AND PROCESS	Issued	15/830,707	Dec 4, 2017	10141568	Nov 27, 2018	Livent USA Corp.
STABILIZED LITHIUM METAL POWDER FOR LI- ON APPLICATION, COMPOSITION AND PROCESS	Issued	15/975,470	May 9, 2018	11171323	Nov 9, 2021	Livent USA Corp.
PROCESS OF PREPARING A LITHIUM ALUMINUM ALLOY	Issued	16/933,312	Jul 20, 2020	11168384	Nov 9, 2021	Livent USA Corp.
STABALIZED LITHIUM METAL POWDER FOR LI- ION APPLICATION COMPOSITION	Issued	16/195,963	Nov 20, 2018	10374228	Aug 6, 2019	Livent USA Corp.

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TITLE	STATUS	APPLICATION #	DATE FILED	PATENT #	GRANT	APPLICANT/
					DATE	OWNER
BATTERY	Issued	16/573,587	Sep 17, 2019	11264598	March 1, 2022	Livent USA Corp.
UTILIZING						
PRINTABLE						
LITHIUM						

## 2. U.S. PATENT APPLICATIONS

TITLE	STATUS	APPLICATION #	DATE FILED	APPLICANT/ OWNER
PRINTABLE LITHIUM	Pending	16/359,707	Mar 20, 2019	Livent USA Corp.
COMPOSITIONS				
FINELY DEPOSITED		16/423,843	May 28, 2019	Livent USA Corp.
LITHIUM METAL	Abandoned			
POWDER		16/500 556	7 17 2010	7.1
PRINTED LITHIUM	Pending	16/573,556	Sep 17, 2019	Livent USA Corp.
FOIL AND FILM	D 1' /	17/022 014	I ( 2022	I. HIGA C
FINELY DEPOSITED LITHIUM METAL	Pending / Unpublished	17/833,014	June 6, 2022	Livent USA Corp.
POWDER	Onpublished			
BATTERY UTILIZING	Pending	17/586,128	January 27, 2022	Livent USA Corp.
PRINTABLE LITHIUM	Tending	177500,120	Junuary 27, 2022	Ervent Cort Corp.
SOLID-STATE	Pending	17/308,519	May 5, 2021	Livent USA Corp.
BATTERY	Tananag	11,000,015	, , , , , , , , , , , , , , , , , , , ,	
SOLID-STATE	Pending /	63/349,742	June 7, 2022	Livent USA Corp.
BATTERY	Unpublished			
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FAST CHARGING PRE-	Pending	17/178,439	February 18, 2021	Livent USA Corp.
LITHIATED SILICON				
ANODE				
COATED ANODE	Pending /	63/398,369	August 16, 2022	Livent USA Corp.
	Unpublished			
DRY PROCESS FOR	Pending /	17/702,154	March 23, 2022	Livent USA Corp.
FORMING AN	Unpublished	17/702,134	Watch 25, 2022	Livent OSA Corp.
ELECTRODE	Chpublished			
DRY PROCESS FOR		63/172,274	April 8, 2021	Livent USA Corp.
FORMING AN	Expired	05/1/2,2/	1.15111 0, 2021	Zivent esti estp.
ELECTRODE				
PROCESS FOR	Pending /	63/359,342	July 8, 2022	Livent USA Corp.
PROVIDING PURIFIED	Unpublished			_
LITHIUM HYDROXIDE				
ANODE FOR LITHIUM	Pending /	63/398,369	August 16, 2022	Livent USA Corp.
METAL PRODUCTION	Unpublished			
METHODS OF	Danding	17/324,499	Mary 10, 2021	Livert HCA Com
METHODS OF APPLYING	Pending	1 //324,499	May 19, 2021	Livent USA Corp.
PRINTABLE LITHIUM				
COMPOSITIONS FOR				
FORMING BATTERY				
ELECTRODIES				
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