

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8269778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
OPTA INC.	11/09/2023
AFFIVAL INC.	11/09/2023
OPTA (USA) INC.	11/09/2023

RECEIVING PARTY DATA

Name:	GUGGENHEIM CREDIT SERVICES, LLC
Street Address:	330 MADISON AVENUE
Internal Address:	10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	7829010
Patent Number:	8771399
Patent Number:	7584876
Patent Number:	7731778
Patent Number:	7939012
Patent Number:	8623270
Patent Number:	9259780
Patent Number:	7468090
Patent Number:	9618265

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000

Email: yoosonlee@paulhastings.com

Correspondent Name: YOOSON SANDY LEE

Address Line 1: PAUL HASTINGS LLP

Address Line 2: 200 PARK AVENUE

PATENT

Address Line 4: NEW YORK, NEW YORK 10166	
NAME OF SUBMITTER:	YOOSON SANDY LEE
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	11/09/2023
Total Attachments: 6 source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page1.tif source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page2.tif source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page3.tif source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page4.tif source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page5.tif source=Guggenheim_Elliot_Opta - Patent Security Agreement Executed(174486574_1)#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made on November 9, 2023, by and among the Grantors listed on the signature pages hereto (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **GUGGENHEIM CREDIT SERVICES, LLC**, a Delaware limited liability company (“GCS”), as collateral agent for each of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders identified on the signature pages thereto, GCS, as Administrative Agent, Collateral Agent, **OPTA GROUP LP**, a Delaware limited partnership (“Holdings”), **OPTA INC.**, a Canadian corporation (“Opta Inc.”), **OPTA (USA) INC.**, a Michigan corporation (“Opta USA”), **OPTA US HOLDINGS INC.**, a Delaware corporation (“Opta Finco”) and **AFFIVAL INC.**, a Delaware corporation (“Affival” and, together with Opta USA, Opta Inc. and Opta Finco, collectively, the “Borrowers”), and certain Subsidiaries of Holdings as Guarantors, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of November 9, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lenders, 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, each Grantor hereby 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, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and

interest in and to the following, 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;

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

(c) all products and proceeds of the foregoing, including any claim by such 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 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 Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Patent Collateral made and 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. AUTHORIZATION TO SUPPLEMENT. If any 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. Grantors shall give notice in writing to Collateral Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL WAIVER SET FORTH IN SECTION 25, SECTION 26 AND SECTION 27, RESPECTIVELY, OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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OPTA INC.,
as a Grantor

DocuSigned by:

By: 71B78F1C3B0D462...
Name: John Dietrich
Title: Chief Executive Officer

AFFIVAL INC.,
as a Grantor

DocuSigned by:

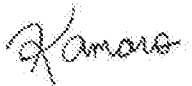
By: 71B78F1C3B0D462...
Name: John Dietrich
Title: President and Chief Executive Officer

OPTA (USA) INC.,
as a Grantor

DocuSigned by:

By: 71B78F1C3B0D462...
Name: Robert McKeracher
Title: Chief Financial Officer and Secretary

**GUGGENHEIM CREDIT SERVICES,
LLC,**
as Collateral Agent

By:  _____
Name: Kathleen Amaro
Title Attorney-in-Fact

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

United States Patents

OWNER	PATENT OR PUBLICATION NUMBER	TITLE
Affival Inc.	7829010	GUIDE TUBE END-PIECE, ASSEMBLY AND METHOD
Opta (USA) Inc.	8771399	DESULFURIZATION PUCK
Opta (USA) Inc.	7584876	WIRE INJECTOR APPARATUS
Opta (USA) Inc.	7731778	SCRAP BALE FOR STEEL MAKING PROCESS
Opta (USA) Inc.	7939012	SKIMMER APPARATUS AND METHOD
Opta (USA) Inc.	8623270	DUAL OUTLET INJECTION SYSTEM
Opta (USA) Inc.	9259780	ROTATIONAL LANCE DRIVE AND ROTATIONAL LANCE INJECTION METHOD
Opta (USA) Inc.	7468090B2	METHOD FOR TAPPING A STEEL MAKING FURNACE
Opta (USA) Inc.	9618265B2	METHOD FOR TAPPING A STEEL MAKING FURNACE

Canadian Patents

OWNER	REGISTRATION NUMBER	TITLE	Country
Opta (USA) Inc.	CA 2911839	ROTATIONAL LANCE DRIVE AND ROTATIONAL LANCE INJECTION METHOD / ENTRAINEMENT DE LANCE ROTATIVE ET PROCEDE D'INJECTION PAR LANCE ROTATIVE	Canada