

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8404159

<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>
ECO MATERIAL TECHNOLOGIES IP LLC	01/25/2024
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MUFG BANK, LTD., AS AGENT
<b>Street Address:</b>	1221 AVENUE OF THE AMERICAS
<b>Internal Address:</b>	6TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17012141
<b>Application Number:</b>	63308566
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)751-4864
<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>	2129061200
<b>Email:</b>	angela.amaru@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
<b>Address Line 1:</b>	1271 AVENUE OF THE AMERICAS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020
<b>ATTORNEY DOCKET NUMBER:</b>	070816-0010
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU
<b>SIGNATURE:</b>	/s/Angela M. Amaru
<b>DATE SIGNED:</b>	01/26/2024
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 25, 2024 (as amended, restated, supplemented and/or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by ECO MATERIAL TECHNOLOGIES IP LLC, a Delaware limited liability company (the “**Grantor**”) in favor of MUFG Bank, Ltd., as Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Agent**”).

**WHEREAS**, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), between the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meanings given to them (including by reference) in the Guarantee and Collateral Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter owned by the Grantor (collectively, the “**Patent Collateral**”):

(i) all United States patents and patent applications, including any listed in Schedule A hereto, and all reissues, continuations, divisionals, continuations-in-part, renewals, or extensions thereof,

(ii) the right to sue at law or in equity and recover for any past, present or future infringement or other violation thereof,

and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set

forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

#### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

#### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be automatically released upon the termination of all Commitments, the payment in full of all Secured Obligations (other than in respect of Secured Bank Product Obligations and contingent indemnification obligations not yet due and owing) and the expiration or termination of all Letters of Credit (or any L/C Exposure has been cash collateralized, backstopped or deemed reissued under another agreement, in each case, in a manner reasonably satisfactory to the applicable Issuing Bank).

#### **SECTION 6. GOVERNING LAW**

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

#### **SECTION 7. COUNTERPARTS**

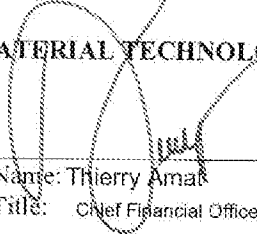
This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the 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.

**ECO MATERIAL TECHNOLOGIES IP LLC**

By:

  
Name: Thierry Amat

Title: Chief Financial Officer

MUFG BANK, LTD.,  
as Agent

By:



Name:

Title:

**Thomas Kainamura**  
**Director**

**SCHEDULE A**  
to  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Application Number Filing Date</b>	<b>Patent Number Grant Date</b>	<b>Owner</b>
METHODS FOR COAL COMBUSTION PRODUCT (CCP) RECOVERY AND RELATED PRODUCTS	17012141 09/04/2020	11603332 03/14/2023	Eco Material Technologies IP LLC  (f/k/a Eco Material Technologies IP Inc)
PERLITE-BASED CEMENTITIOUS MATERIALS, CONCRETE, AND RELATED TECHNIQUES	63308566 02/10/2022	--- ---	Eco Material Technologies IP LLC  (f/k/a Eco Material Technologies IP Inc)