

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI315395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
OQ Chemicals Corporation	06/21/2024
OQ Chemicals Bishop, LLC	06/21/2024
RECEIVING PARTY DATA	
Company Name:	Cantor Fitzgerald Securities, as collateral agent
Street Address:	110 EAST 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8354561
Patent Number:	8445733
Patent Number:	8759593
Patent Number:	8921618
Patent Number:	9394218
Patent Number:	9676689
Patent Number:	8859823
Patent Number:	9340480
Patent Number:	11155510
CORRESPONDENCE DATA	
Fax Number:	2028878242
<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>	
Phone:	2028874000
Email:	mbeyene@akingump.com,DC_IPDocketing@akingump.com
Correspondent Name:	Mussie Beyene
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP
Address Line 2:	2001 K Street N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	108173.0001

PATENT

NAME OF SUBMITTER:	MUSSIE BEYENE
SIGNATURE:	MUSSIE BEYENE
DATE SIGNED:	06/21/2024
Total Attachments: 5 source=10. Project Omega - Super Priority Patent Security Agreement [Executed]#page1.tif source=10. Project Omega - Super Priority Patent Security Agreement [Executed]#page2.tif source=10. Project Omega - Super Priority Patent Security Agreement [Executed]#page3.tif source=10. Project Omega - Super Priority Patent Security Agreement [Executed]#page4.tif source=10. Project Omega - Super Priority Patent Security Agreement [Executed]#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of June 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among OQ Chemicals Corporation, a Delaware corporation, OQ Chemicals Bishop, LLC, a Delaware limited liability company (collectively, the "Grantors"), and Cantor Fitzgerald Securities, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Super Priority US Pledge and Security Agreement, dated as of June 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "US Security Agreement"), among OQ Chemicals Corporation, a Delaware corporation (the "US Co-Borrower"), the other US Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Super Priority Credit Agreement, dated as of June 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among OQ Chemicals International Holding GmbH, a Gesellschaft mit beschränkter Haftung organized under the laws of Germany ("Holdings"), the US Co-Borrower, OQ Chemicals Holding Drei GmbH, a Gesellschaft mit beschränkter Haftung organized under the laws of Germany (the "German Borrower" and together with US Co-Borrower, the "Borrowers"), the Lenders from time to time party thereto and the Collateral Agent. Consistent with the requirements of Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the US Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the US Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "Patent Collateral"):

- A. all Patents, including those material Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of any Patent; and
- C. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. US Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.


SECTION 4. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Cantor Fitzgerald Securities is entering into this Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall have all of the rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement and the other Loan Documents as though fully set forth herein.

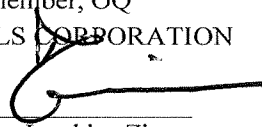
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OQ CHEMICALS CORPORATION

By: 
Name: Hans-Joachim Ziems
Title: Authorized Signatory

OQ CHEMICALS BISHOP, LLC,
by its sole member, OQ
CHEMICALS CORPORATION

By: 
Name: Hans-Joachim Ziems
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

Legal Reviewed

DS
RY

Ryan Yeh

Assistant General Counsel

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

DocuSigned by:

By: _____

James Buccola

Name: _____

B733667B2F8943A...

Title: _____

Head of Fixed Income

[Signature Page to Patent Security Agreement]

PATENT
REEL: 067806 FRAME: 0541

Schedule I

Patents

REGISTERED OWNER	PATENT DESCRIPTION	APPLICATION NUMBER	PATENT NUMBER	GRANT DATE
OQ Chemicals Bishop LLC	TRIMETHYLOLPROPANE COLOR IMPROVEMENT	12928909	8354561	Jan 15, 2013
OQ Chemicals Bishop LLC	1,3 BUTYLENE GLYCOL WITH REDUCED ODOR	13523001	8445733	May 21, 2013
OQ Chemicals Bishop LLC	RECOVERY OF ALCOHOLS FROM PURIFICATION RESIDUE	13621494	8759593	Jun 24, 2014
OQ Chemicals Bishop LLC	RECOVERY OF TRIMETHYLOLPROPANE FROM PURIFICATION RESIDUE	13621345	8921618	Dec 30, 2014
OQ Chemicals Bishop LLC	MANUFACTURE OF METHYLOLALKANES	14903619	9394218	Jul 19, 2016
OQ Chemicals Bishop LLC	MANUFACTURE OF METHYLOLALKANES WITH AUGMENTED HEAT TRANSFER AND IMPROVED TEMPERATURE CONTROL	14903337	9676689	Jun 13, 2017
OQ Chemicals Corporation	OXO PROCESS AND METHOD FOR PRODUCING SYNTHESIS GAS FROM WASTE OIL	14116883	8859823	Oct 14, 2014
OQ Chemicals Corporation	ALDEHYDE PRODUCTION PROCESS WITH MULTI-STAGE CONDENSATION	14782694	9340480	May 17, 2016
OQ Chemicals Corporation	HYDROFORMYLATION SYSTEM WITH VENT REACTOR RECYCLE TO PRIMARY REACTOR	16920856	11155510	Oct 26, 2021

Patent Applications

None.