

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI550293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Performance Chemical Company	10/02/2024
RECEIVING PARTY DATA	
Company Name:	PNC Bank, National Association
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9834452
Patent Number:	10011501
Patent Number:	10245723
Patent Number:	10537864
Patent Number:	10625225
CORRESPONDENCE DATA	
Fax Number:	6174236850
<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:	6175232700
Email:	susan.dinicola@hklaw.com,alyssa.mcleod@hklaw.com
Correspondent Name:	Susan C. DiNicola
Address Line 1:	Holland & Knight LLP
Address Line 2:	10 St. James Avenue
Address Line 4:	Boston , MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	057833.00130
NAME OF SUBMITTER:	Susan DiNicola
SIGNATURE:	Susan DiNicola
DATE SIGNED:	10/08/2024
Total Attachments: 4	

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source=Imperative Intellectual Property Security Agreement (Ninth Amendment)(510334979.1)#page4.tiff

GRANT OF A SECURITY INTEREST – PATENTS

October 2, 2024

WHEREAS, PERFORMANCE CHEMICAL COMPANY, a Texas corporation (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantor has entered into that certain Revolving Credit and Security Agreement, dated as of March 8, 2019 (as amended, restated, amended and restated, extended, joined, supplemented or otherwise modified from time to time, including by that certain Ninth Amendment, Limited Consent and Joinder to Revolving Credit and Security Agreement of even date herewith, the “Credit Agreement”), by and among IMPERATIVE CHEMICAL PARTNERS, INC., a Delaware corporation (“ICP”), ICT INVESTOR CORP., a Delaware corporation (“ICT”), IMPACT! CHEMICAL TECHNOLOGIES, INC., a Texas corporation (“Impact”), FLOCAP INJECTION SERVICES LLC, a Texas limited liability company (“FloCap”), IMPERATIVE ACID SERVICES, LLC, a Delaware limited liability company (“Imperative Acid”), DESERT DOWNHOLE TOOLS, LLC, a Texas limited liability company (“Desert Downhole”), REFINERY SPECIALTIES, INCORPORATED, a Texas corporation (“Refinery Specialties”), WESTERN CHEMICAL, LLC, a Nevada limited liability company (“Western Chemical”), as of the Ninth Amendment Effective Date, immediately after the consummation of the Performance Chemical Acquisition, Grantor, as of the Ninth Amendment Effective Date, immediately after the consummation of the Performance Chemical Acquisition, PERFORMANCE CHEMICALS REAL ESTATE HOLDINGS LLC, a Delaware limited liability company (“Performance Real Estate”), and together with ICP, ICT, Impact, FloCap, Imperative Acid, Desert Downhole, Refinery Specialties, Western Chemical, Grantor and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), IMPERATIVE HOLDINGS CORPORATION, a Delaware corporation (“Intermediate Holdings”), ICT REAL ESTATE HOLDINGS, LLC, a Delaware corporation (“ICT Real Estate”), SELECT CHEMICALS, LLC, a Texas limited liability company (“Select Chemicals”), ESCUDERO CHEMICALS, LLC, a Texas limited liability company (“Escudero”), as of the Ninth Amendment Effective Date, immediately after the consummation of the Performance Chemical Acquisition, NORTH ATLANTIC PC HOLDINGS, INC., a Delaware corporation (“North Atlantic” and together with Intermediate Holdings, ICT Real Estate, Select Chemicals, Escudero and each Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor”), the financial institutions which are now or which thereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”) and PNC BANK, NATIONAL ASSOCIATION (“PNC”), as agent for Lenders (PNC, in such capacity, together with its successors and assigns in such capacity, the “Grantee”); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, together with, among other things, the goodwill of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure

the payment, performance and observance of the Obligations (as defined in the Credit Agreement). Notwithstanding anything herein to the contrary, in no event shall Collateral include any Excluded Property; provided, that, notwithstanding any of the foregoing, the term "Collateral" shall include any and all proceeds arising from such Excluded Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Grantor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

*As of the Ninth Amendment Effective Date,
immediately after the consummation of the
Performance Chemical Acquisition:*

PERFORMANCE CHEMICAL COMPANY

By: 
Name: Ron Thomason
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST
Patent Registrations and Applications

APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD
Automated Water Treatment Trailer For Processing Multiple Fluids Simultaneously	9834452	2017-12-05	Performance Chemical Company
Single-pass Flow-through Dry Chemical Mixing Trailer	10011501	2018-07-03	Performance Chemical Company
Portable Dry Chemical Delivery Robot	10245723	2019-04-02	Performance Chemical Company
Automatic Height Adjusting Mixing Robot	10537864	2020-01-21	Performance Chemical Company
Single-pass Flow-through Dry Chemical Mixing Trailer	10625225	2020-04-21	Performance Chemical Company