

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI562740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Li-Metal Corp.	08/02/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Arcadium Lithium Intermediate IRL Limited
<b>Street Address:</b>	Suite 12, Gateway Hub
<b>Internal Address:</b>	Shannon Airport House
<b>City:</b>	Shannon, Clare
<b>State/Country:</b>	IRELAND
<b>Postal Code:</b>	V14 E370
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17629716
<b>Application Number:</b>	18067780
<b>Application Number:</b>	17998591
<b>Application Number:</b>	18054736
<b>Application Number:</b>	18002370
<b>Application Number:</b>	18068128
<b>Patent Number:</b>	11976375
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	(919)981-4000
<b>Email:</b>	ip@williamsmullen.com,khotz@williamsmullen.com
<b>Correspondent Name:</b>	Mr. F. Michael Sajovec
<b>Address Line 1:</b>	301 Fayetteville Street
<b>Address Line 2:</b>	Suite 1700
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601
<b>ATTORNEY DOCKET NUMBER:</b>	073396.0001
<b>NAME OF SUBMITTER:</b>	Kimberly Hotz
<b>SIGNATURE:</b>	Kimberly Hotz

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DATE SIGNED:	10/15/2024
<b>Total Attachments: 10</b> source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page1.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page2.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page3.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page4.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page5.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page6.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page7.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page8.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page9.tiff source=IP-Assignment-Agreement-for-Li-metals-to-Arcadium#page10.tiff	

## IP ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of August 2, 2024 (“**Effective Date**”), between Arcadium Lithium Intermediate IRL Limited, a private company limited by shares incorporated and registered in Ireland (“**Assignee**”), and Li-Metal Corp., a corporation incorporated under the laws of the Province of Ontario (“**Assignor**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**” Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement among Assignee, Galaxy Lithium (Ontario) Inc. and Assignor dated as of August 2, 2024 (“**Purchase Agreement**”).

### WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, all of Assignor’s right, title and interest in, to and under the Intellectual Property Rights of Assignor and its employees for which the employees are obligated to assign to Assignor, including the Intellectual Property set forth on Exhibit A hereto (collectively, the “**Assigned IP**”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee its entire worldwide right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity

and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof.

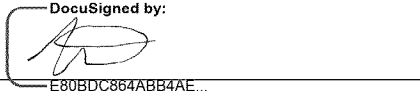
3. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder.
4. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
5. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[The remainder of this page has been intentionally left blank; Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives,  
have caused this Assignment to be duly executed and delivered as of the Effective Date.

**As Assignor:**

Li-Metal Corp.

By:  DocuSigned by:  
E80BDC864ABB4AE...

Name: Tim Johnston

Title: Director

**As Assignee:**

Arcadium Lithium Intermediate IRL  
Limited

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives,  
have caused this Assignment to be duly executed and delivered as of the Effective Date.

**As Assignor:**

Li-Metal Corp.


By: \_\_\_\_\_

Name:

Title:

**As Assignee:**

Arcadium Lithium Intermediate IRL  
Limited

By:  \_\_\_\_\_  
Gilberto Antoniazzi (Aug 2, 2024 06:33 EDT)

Name: **Gilberto Antoniazzi**

Title: **CFO**

*[Signature Page to IP Assignment Agreement]*

**Exhibit  
"A"**

# OWNED INTELLECTUAL PROPERTY RIGHTS

Seller is the direct owner of each of the following registrations and applications for registrations.

Li-Metal Ref.	Title	Jurisdiction in which item is issued or registered or in which application for issuance or registration has been filed	Filing Date	Application number	Issue Date	Patent Number	Case Status	Technology
1907M01ca	MOLTEN SALT MEMBRANE	Canada	2020-07-24	3145506			Pending	Metal
1907M01cn	ELECTROLYZER							
	MOLTEN SALT MEMBRANE	China	2020-07-24	202080053142.8			Pending	Metal
1907M01epo	ELECTROLYZER							
	MOLTEN SALT MEMBRANE	European Patent Office	2020-07-24	20844442.2			Pending	Metal
1907M01in	ELECTROLYZER							
	MOLTEN SALT MEMBRANE	India	2020-07-24	202227010061			Pending	Metal
1907M01us	ELECTROLYZER							
	MOLTEN SALT MEMBRANE	United States of America	2020-07-24	17/629716			Pending	Metal
2101M02cal	ELECTROLYZER							
	ELECTROREFINING APPARATUS AND PROCESS FOR REFINING LITHIUM METAL	Canada	2022-01-21	3183180			Pending	Metal

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REEL: 068894 FRAME: 0728



Li-Metal Ref.	Title	Jurisdiction in which item is issued or registered or in which application for issuance or registration has been filed	Filing Date	Application number	Issue Date	Patent Number	Case Status	Technology
2101M02us1	ELECTROREFINING APPARATUS AND PROCESS FOR REFINING LITHIUM METAL	United States of America	2022-01-21	18/067780			Pending	Metal
2101M01W	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	Australia	2022-01-21	2022211401			Pending	Metal
2101M01CA	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	Canada	2022-01-21	3179470	2023-05-09	3179470C	Issued	Metal
2101M01W	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	Chile	2022-01-21	2109-2023			Pending	Metal
2101M01W	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	European Patent Office	2022-01-21	22741996.7			Pending	Metal
2101M01W	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	India	2022-01-21	202317048646			Pending	Metal
2101M01W	PROCESS FOR PRODUCTION REFINED LITHIUM METAL	Republic of Korea	2022-01-21	10-2023-7026982			Pending	Metal

Li-Metal Ref.	Title	Jurisdiction in which item is issued or registered or in which application for issuance or registration has been filed	Filing Date	Application number	Issue Date	Patent Number	Case Status	Technology
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2101M01us2	REFINED LITHIUM METAL PROCESS FOR PRODUCTION OF REFINED LITHIUM METAL	United States of America	2022-01-21	17/998591			Pending	Metal
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2101M01us1	REFINED LITHIUM METAL PROCESS FOR PRODUCTION OF REFINED LITHIUM METAL	United States of America	2022-01-21	18/054736			Pending	Metal
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2101M03W	ELECTROWINNI NG CELL FOR THE PRODUCTION OF A METAL PRODUCT AND METHOD OF USING SAME	Australia	2022-01-21	2022210740			Pending	Metal
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2101M03ca1	ELECTROWINNI NG CELL FOR THE PRODUCTION OF A METAL PRODUCT AND METHOD OF USING SAME	Canada	2022-01-21	3183962			Pending	Metal
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Li-Metal Ref.	Title	Jurisdiction in which item is issued or registered or in which application for issuance or registration has been filed	Filing Date	Application number	Issue Date	Patent Number	Case Status	Technology
2101M03W	ELECTROWINNI NG CELL FOR THE PRODUCTION OF A METAL PRODUCT AND METHOD OF USING SAME	Chile	2022-01-21	2113-2023			Pending	Metal
2101M03W	ELECTROWINNI NG CELL FOR THE PRODUCTION OF A METAL PRODUCT AND METHOD OF USING SAME	European Patent Office	2022-01-21	22741994.2			Pending	Metal
2101M03W	ELECTROWINNI NG CELL FOR THE PRODUCTION OF A METAL PRODUCT AND METHOD OF USING SAME	Republic of Korea	2022-01-21	10-2023- 7027855			Pending	Metal
2101M03us1	ELECTROWINNI NG CELL FOR THE	United States of America	2022-01-21	18/002370			Pending	Metal

Li-Metal Ref.	Title	Jurisdiction in which item is issued or registered or in which application for issuance or registration has been filed	Filing Date	Application number	Issue Date	Patent Number	Case Status	Technology
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2101M03US 2	PRODUCTION OF LITHIUM AND METHOD OF USING SAME	United States of America	2022-01-21	18/068128			Pending	Metal
	ELECTROWINNI NG CELL FOR THE							
2205M01us1	PRODUCTION OF LITHIUM AND METHOD OF USING SAME	United States of America	2023-03-14	18/183916	2024-05-07	11976375	Issued	Metal
	FRACTURE RESISTANT MOUNTING FOR CERAMIC PIPING							