

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI654975

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LITHIUM NEVADA CORP.	10/28/2024
RECEIVING PARTY DATA	
Company Name:	CITIBANK, N.A.
Street Address:	390 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17442961
PCT Number:	US2024152
Application Number:	18151228
Application Number:	18098563
CORRESPONDENCE DATA	
Fax Number:	
<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:	(650)838-3706
Email:	Eva.Wang@aoshearman.com,roque.rodriguez@aoshearman.com
Correspondent Name:	Eva Wang
Address Line 1:	599 Lexington Avenue
Address Line 2:	Allen Overy Shearman Sterling US LLP
Address Line 4:	New York , NEW YORK 10022
ATTORNEY DOCKET NUMBER:	37077-16
NAME OF SUBMITTER:	Roque Rodriguez
SIGNATURE:	Roque Rodriguez
DATE SIGNED:	11/25/2024
Total Attachments: 9	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of October 28, 2024, is made by **LITHIUM NEVADA CORP.**, a corporation organized and existing under the laws of the State of Nevada (the “**Grantor**”), in favor of **CITIBANK, N.A.**, a national banking association, in its capacity as Collateral Agent acting through its Agency and Trust Division (the “**Collateral Agent**”) for the Secured Parties (as defined in the LARA referred to below).

WHEREAS, the Grantor has entered into that certain Loan Arrangement and Reimbursement Agreement, dated as of October 28, 2024, with the UNITED STATES DEPARTMENT OF ENERGY, an agency of the United States of America (“**DOE**”) (as amended, modified, restated and supplemented and in effect from time to time, the “**LARA**”), setting forth, among other things, certain terms and conditions associated with DOE's financing of the Processing Facility.

WHEREAS, as a condition precedent to the making of Advances under the Financing Documents, the Grantor, KV Project LLC, a limited liability company organized and existing under the laws of Nevada, and the Collateral Agent have entered into that certain Security Agreement, dated as of October 28, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Capitalized terms used but not defined herein are used herein as defined in the Security Agreement, and if not defined in the Security Agreement, as defined in the LARA.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Article I Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all IP Collateral, including the following (collectively, the “**Collateral**”):

- (a) the Patents and Patent applications set forth in Schedule A (PATENTS) hereto;
- (b) the Trademark registrations and applications set forth in Schedule B (TRADEMARKS) hereto (*provided*, that no security interest shall be granted in United States intent-to-use Trademark applications solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications, or the registrations issuing therefrom, under applicable federal law), together with the goodwill symbolized thereby;
- (c) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including the Copyright registrations and applications and exclusive Copyright licenses set forth in Schedule C (COPYRIGHTS) hereto;
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by applicable law of any

jurisdiction, international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations (as defined in the UCC) relating to any and all of the foregoing or arising from any of the foregoing.

Article II Recordation. The Grantor authorizes and requests that the Register of Copyrights at the United States Copyright Office, the Commissioner for Patents and the Commissioner for Trademarks, in each case at the United States Patent and Trademark Office, and any other applicable government officer record this IP Security Agreement.

Article III Execution in Counterparts; Electronic Signatures. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Except to the extent Applicable Law would prohibit the same, make the same unenforceable or affirmatively requires a manually executed counterpart signature: (a) the delivery of an executed counterpart of a signature page of this IP Security Agreement by emailed .pdf or any other electronic means approved by DOE in writing (which may be via email) that reproduces an image of the actual executed signature page shall be as effective as the delivery of a manually executed counterpart of this IP Security Agreement; and (b) if agreed by DOE in writing (which may be via email) with respect to this IP Security Agreement, the delivery of an executed counterpart of a signature page of this IP Security Agreement by electronic means that types in the signatory to a document as a “conformed signature” from an email address approved by DOE in writing (which may be via email) shall be as effective as the delivery of a manually executed counterpart of this IP Security Agreement. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” has the meaning assigned to it by 15 U.S.C. §7006, as it may be amended from time to time.

Article IV Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The parties hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Article V Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Article VI Notices, Etc..

Any communications, including any notices, between or among the parties to this IP Security Agreement shall be given to the addresses listed in Schedule 11.04 (*Notices*) of the LARA. All notices, requests, demands or other communications required or permitted to be given under this IP Security Agreement shall be in writing (including by electronic transmission in Electronic Format) and shall be considered as properly given: (a) if delivered in Person; (b) if sent by overnight delivery service for inland delivery or international courier for international delivery; (c) in the event overnight delivery service or international courier service is not readily available, if mailed by first class mail (or airmail for international delivery), postage prepaid, registered or certified with return receipt requested; or (d) if transmitted by electronic mail (with such transmission verified). Notice so given shall be effective upon delivery to the addressee, except that communication or notice so transmitted by direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the following Business Day) on which it is validly transmitted if transmitted (with such transmission verified) before 2:00 p.m., recipient's time, and if transmitted after that time, on the next following Business Day; *provided*, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party has the right to change its address for notice under this IP Security Agreement to any other location by giving prior written notice to the other parties in the manner set forth hereinabove.

Article VII Governing Law.

(a) THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE FEDERAL LAW OF THE UNITED STATES. TO THE EXTENT THAT FEDERAL LAW DOES NOT SPECIFY THE APPROPRIATE RULE OF DECISION FOR A PARTICULAR MATTER AT ISSUE, IT IS THE INTENTION AND AGREEMENT OF THE PARTIES TO THIS IP SECURITY AGREEMENT THAT THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES (EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)) SHALL BE ADOPTED AS THE GOVERNING FEDERAL RULE OF DECISION. TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK, THE LAWS OF THE STATE OF NEW YORK ARE APPLICABLE TO ALL ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE CONVENTION ON THE LAW APPLICABLE TO CERTAIN RIGHTS IN RESPECT OF SECURITIES HELD WITH AN INTERMEDIARY, CONCLUDED ON JULY 5, 2006.

(b) EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS IP SECURITY AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE GRANTOR. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS IP SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS.

(c) SECTIONS 6.05 (*SEVERABILITY*) AND 6.09 (*SUBMISSION TO JURISDICTION, ETC.*) OF THE SECURITY AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*, AS IF FULLY SET FORTH HEREIN.

Article VIII Concerning the Collateral Agent. The Collateral Agent, in executing and acting hereunder, shall be entitled to all of the rights, privileges, protections, indemnities and immunities accorded

to the Collateral Agent under the Security Agreement, as if the same were fully and specifically set forth herein, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LITHIUM NEVADA CORP.,
as Grantor

By 
Name: Pablo Mercado
Title: Director & Treasurer

CITIBANK, N.A., not in its individual capacity,
but solely as Collateral Agent, acting through its
Agency and Trust Division

By 

Name:

Title:

Marion Zinowski
Senior Trust Officer

PATENTS

1. “Method of Lithium Extraction from Sedimentary Clay” subject to a Patent Cooperation Treaty (International Application No. PCT/US 20/24152) Opinion and U.S. Patent & Trademark Office Notice of Allowance (Application No. 17/442,961).
2. United States Patent Application Publication: “Magnesium Removal Process” (Pub. No. US 2024/0228310 A1; Pub. Date July 11, 2024).
3. United States Patent Application Publication: “Solvent Extraction for Selective Lithium Recovery” (Pub. No. US 2024/0240280 A1; Pub. Date July 18, 2024).

TRADEMARKS

1. None.

COPYRIGHTS

1. None.