

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LUCEBNÍ ZÁVODY DRASLOVKA A.S. KOLÍN		12/01/2021	Joint Stock Company: CZECH REPUBLIC
Covoro Mining Solutions, LLC		12/01/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST (LONDON) LIMITED		
<b>Street Address:</b>	Third Floor, King's Arms Yard		
<b>City:</b>	London		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	EC2R 7AF		
<b>Entity Type:</b>	Limited Company: GREAT BRITAIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	578096	CYANOBRIK	
<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>	800-494-5225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1533106 TM		
<b>NAME OF SUBMITTER:</b>	Rachael Hall		
<b>SIGNATURE:</b>	/Rachael Hall/		
<b>DATE SIGNED:</b>	12/01/2021		
<b>Total Attachments: 7</b>			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of December 1, 2021 (this "Agreement"), among COVORO MINING SOLUTIONS, LLC ("Covoro US"), LUČEBNÍ ZÁVODY DRASLOVKA A.S. KOLÍN ("LZD"), and together with Covoro US, each a "Grantor", and collectively the "Grantors"), and WILMINGTON TRUST (LONDON) LIMITED, as Collateral Agent.

Reference is made to the Credit Agreement dated as of December 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Manchester Acquisition Sub LLC, Draslovka Holding a.s., Draslovka Holding Alpha a.s., the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and Wilmington Trust (London) Limited, as Collateral Agent, and (b) the U.S. Security Agreement referred to therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto are (or are Affiliates of) the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and as consideration for extensions of credit previously made or continue to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, each Grantor pursuant to the U.S. Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of the foregoing, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof (including industrial designs) in any other country, supranational authority or any political subdivision of any of the foregoing, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, offer to use, sell, offer to sell, dispose, offer to dispose of, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain

names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country, supranational authority or any political subdivision of any of the foregoing, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Intellectual Property License. Pursuant to the U.S. Security Agreement, for the purpose of enabling the Collateral Agent to exercise rights and remedies under Article IV of the U.S. Security Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor has granted to the Collateral Agent, to the extent of such Grantor's right and effective only during the continuance of an Event of Default, for the benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors, but subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of such Trademarks) to exploit, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the U.S. Security Agreement or thereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation, printout, display, transfer, disclosure, processing or sharing thereof and the usernames, passwords and related information required to access the foregoing, the right to prosecute and maintain all such Intellectual Property and the right to sue for infringement of such Intellectual Property.

SECTION 4. U.S. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the U.S. 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 U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), 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.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.05, 5.06, 5.09 and 5.10 of the U.S. Security Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

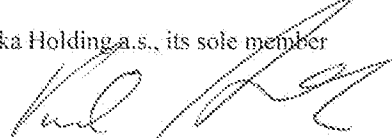
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COVORO MINING SOLUTIONS, LLC

By: Manchester Acquisition Sub LLC, its sole member

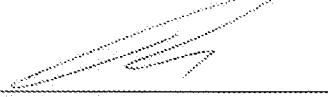
By: Draslovka Holding a.s., its sole member

By:

  
Name: Pavel Brůžek, Jr.

Title: Chairman of the Board of Directors

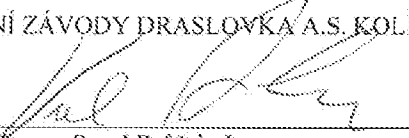
By:

  
Name: Miroslav Tvrzník

Title: Member of the Board of Directors


LUČEBNÍ ZÁVODY DRASLOVKA A.S. KOLÍN

By:

  
Name: Pavel Brůžek, Jr.

Title: Chairman of the Board of Directors

By:

  
Name: Miroslav Tvrzník

Title: Vice-Chairman of the Board of Directors

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 007514 FRAME: 0257**

WILMINGTON TRUST (LONDON)  
LIMITED, as Collateral Agent,

by



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Name: Keith Reader  
Title: Authorised Signatory

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 007514 FRAME: 0258**

SCHEDULE I

PATENTS

**I. U.S. Patents**

<b>Grantor</b>	<b>Country</b>	<b>Title</b>	<b>Registration Number</b>	<b>Grant Date</b>
Covoro Mining Solutions, LLC	US	CH2741 (US)	6605137	08/12/2003
Covoro Mining Solutions, LLC	US	CH2912 (US)	6896863	05/24/2005
Covoro Mining Solutions, LLC	US	CH2964-DIV (US)	7699079	04/20/2010
Covoro Mining Solutions, LLC	US	CH2964 (US)	7438461	10/21/2008
Covoro Mining Solutions, LLC	US	CH3212 (US)	8585870	11/19/2013
Covoro Mining Solutions, LLC	US	CH3300 (US)	8894961	11/25/2014

**II. U.S. Patent Applications**

- None.



SCHEDULE II  
TRADEMARKS

**I. U.S. Trademarks**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Lučební závody Draslovka a.s. Kolín	US	RETACEL	6375310	06/08/2021
Lučební závody Draslovka a.s. Kolín	US	DRASLOVKA	6177159	10/20/2020
Lučební závody Draslovka a.s. Kolín	US	BLUEFUME	79186511	08/22/2017
Lučební závody Draslovka a.s. Kolín	US	BLUE FUME	79215059	07/03/2018
Lučební závody Draslovka a.s. Kolín	US	EDN	79237278	01/19/2021
Lučební závody Draslovka a.s. Kolín	US	EDN	79215840	06/12/2018
Lučební závody Draslovka a.s. Kolín	US	EDN	79084187	01/31/2012
Covoro Mining Solutions, LLC	US	CYANOBRIK	578096	07/28/1953

**II. U.S. Trademark Applications**

- None.