

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301575

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Molycorp Minerals, LLC		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	10 South Wacker Drive
Internal Address:	13th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	INC. ASSOCIATION:United States

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4366025	SORBX
Registration Number:	4366024	PHOSFIX
Serial Number:	85944573	MOLYCORP

CORRESPONDENCE DATA

Fax Number: 3038630223
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 303-863-9700
Email: dswartz@sheridanross.com
Correspondent Name: Sheridan Ross P.C.
Address Line 1: 1560 Broadway
Address Line 2: Suite 1200
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6062 DWS
NAME OF SUBMITTER:	Douglas W. Swartz
SIGNATURE:	/Douglas W. Swartz/
DATE SIGNED:	04/15/2014
Total Attachments: 5	

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Molycorp Minerals, LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, MOLYCORP, INC. (the "Company") has entered into (i) an Indenture dated as of May 25, 2012 (the "Senior Secured Note Indenture") among the Company, the Guarantors party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as indenture trustee (the "Indenture Trustee"), pursuant to which the Company issued its 10% Senior Secured Notes due 2020 (the "Senior Secured Notes") and (ii) Collateral Agency Agreement dated as of June 11, 2012 (as amended and/or supplemented from time to time, the "Collateral Agency Agreement") among the Company, the other Grantors party thereto, the Indenture Trustee, WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent") and each Additional Authorized Representative referred to therein party thereto from time to time;

WHEREAS, pursuant to a (i) Security Agreement dated as of June 11, 2012 (as amended and/or supplemented from time to time, the "Security Agreement") among the Company, the other Grantors party thereto and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) or its guarantee thereof, as applicable, by granting to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement), and each Trademark registration and application set forth on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) recorded at the United States Patent and Trademark Office and set forth on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds (as defined in the Security Agreement) from or arising out of the foregoing, and all rights and benefits of the Grantor under any Trademark License set forth on Schedule 1 hereto

; *provided that*, notwithstanding the foregoing or anything herein or in any other Secured Debt Document (as defined in the Security Agreement) to the contrary, in no event shall the Trademark Collateral include, or the security interest attach to, any Excluded Assets (as defined in the Security Agreement); *provided, however*, the security interests and Liens (as defined in the Security Agreement) granted hereunder shall attach to, and the "Trademark Collateral" shall automatically include any asset or property of a Grantor that constitutes Trademark Collateral and that ceases to be an Excluded Asset, without further action by any Grantor or Secured Party.

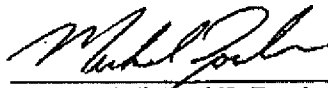
The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Actionable Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

For the avoidance of doubt, to the extent that any term or condition of this Trademark Security Agreement conflicts or is inconsistent with any term or condition of the Security Agreement, such term or condition of the Security Agreement shall supersede and control.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8th day of April, 2014.

MOLYCORP MINERALS, LLC

By: 
Name: Michael F. Doolan
Title: EVP and Chief Financial Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005262 FRAME: 0577

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: GREGORY S. CLARKE
Title: VICE PRESIDENT

[Signature page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

MOLYCORP MINERALS, LLC

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>File Date</u>	<u>Registration Date</u>
SORBX	4,366,025	8/21/2012	7/9/2013
PHOSFIX	4,366,024	8/21/2012	7/9/2013

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>File Date</u>	<u>Status</u>
MOLYCORP	85/944,573	5/29/2013	Pending

TRADEMARK LICENSES

None