

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novinda Corp.		04/28/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Altira Technology Fund V L.P.
Street Address:	c/o Altira Group LLC, 1675 Broadway, Suite 2400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	NV Partners IV LP
Street Address:	430 Mountain Avenue
City:	Murray Hill
State/Country:	NEW JERSEY
Postal Code:	07974
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	NV Partners IV-C LP
Street Address:	430 Mountain Avenue
City:	Murray Hill
State/Country:	NEW JERSEY
Postal Code:	07974
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	AMCOL International Corporation
Street Address:	2870 Forbs Avenue
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60192
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4324699	NOVINDA
Registration Number:	4324698	NOVINDA
TRADEMARK		

Property Type	Number	Word Mark
Registration Number:	4317424	INNOVATIVE SOLUTIONS FOR INDUSTRY
Registration Number:	3825920	
Registration Number:	3818888	AMENDED SILICATES

CORRESPONDENCE DATA

Fax Number: 4156932222

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4156932440

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 311760-130 NOVINDA

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 04/28/2014

Total Attachments: 10

source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page1.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page2.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page3.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page4.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page5.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page6.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page7.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page8.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page9.tif
source=Novinda - IP Security Agreement 2014-04-28 (Final) (Executed)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 28, 2014 by and among NOVINDA CORP., a Delaware corporation (“Grantor”), the secured parties listed on the signature pages hereto (each, a “Secured Party” and, collectively, the “Secured Parties”).

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the “Loans”) in the amounts and manner set forth in those certain secured convertible promissory notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the “Notes”) pursuant to the terms of that certain Note Purchase Agreement, of even date hereof, by and among Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the “Purchase Agreement”). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), Grantor has granted to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to or under all of Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, the Purchase Agreement and the Security Agreement (collectively, the “Loan Documents”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (as defined in the UCC) (including without limitation those copyrights, patents and trademarks listed on Exhibit A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security

Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR:

999 18th Street, Suite 1755
Denver, CO 80202

NOVINDA CORP.

By:

Printed Name:

Title:

E. F. Williams

EDWARD F WILLIAMS

CEO

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

SECURED PARTY:

ALTIRA TECHNOLOGY FUND V L.P.

By: Altira Management V LLC,
its general partner

By: Altira Group LLC,
its sole managing member

By: *Hull McKinnon*
Hull McKinnon, a managing member

Address:

c/o Altira Group LLC
1675 Broadway, Suite 2400
Denver, Colorado 80202
Facsimile: (303) 592-5519

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

SECURED PARTY:

NV PARTNERS IV LP

By NVPG IV LLC, its general partner

By: 

Name: Andrew Garman

Name: Managing Member

Address:

430 Mountain Avenue
Murray Hill, New Jersey 07974
Facsimile: (908) 464-8129

NV PARTNERS IV-CLP

By NVPG IV LLC, its general partner

By: 

Name: Andrew Garman

Name: Managing Member

Address:

430 Mountain Avenue
Murray Hill, New Jersey 07974
Facsimile: (908) 464-8129

TRADEMARK

REEL: 005269 FRAME: 0588

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

SECURED PARTY:

AMCOL INTERNATIONAL CORPORATION

By: Ryan J. McConell

Name: RYAN MCKONELL

Title: PRESIDENT - CEO

Address:

2870 Forbs Avenue,
Hoffman Estates, IL 60192,
Attn: James Ashley




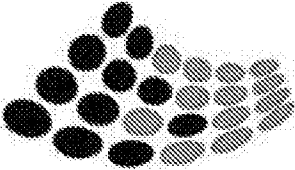

EXHIBIT B


PATENTS

Description	Registration/ Application Number	Registration/ Application Date
ISSUED PATENTS		
High Capacity Regenerable Sorbent For Removal of Mercury from Flue Gas	6,719,828	4/26/2002
Chemically-Impregnated Silicate Agents for Mercury Control	7,048,781	10/7/2003
High Capacity Regenerable Sorbent For Removal of Mercury from Flue Gas (Reissue of US 7288499 filed 2/19/04)	RE44124	10/29/2009
US PATENT APPLICATIONS		
Enhanced Fly Ash Collection	13/945,304	7/18/2013
PCT PATENT APPLICATIONS		
Enhanced Fly Ash Collection	PCT/US13/51051	7/18/2013
Gaseous Mercury Oxidation and Capture	PCT/US13/64027	10/9/2013
Solution-Based Mercury Capture	PCT/US13/64028	10/9/2013
Carbonate Modified Compositions for Reduction of Flue Gas Resistivity	PCT/US13/77943	12/27/2013
Control of Mercury Emissions	PCT/US14/20969	3/6/2014
Multicomponent Compositions for Mercury Removal	PCT/US14/23989	3/12/2014
Multicomponent Mercury Oxidation and Capture	PCT/US14/23996	3/12/2014
Supported Sulfides for Mercury Capture	PCT/US14/24001	3/12/2014
US PROVISIONAL APPLICATIONS		
Mercury Sorbent Material	61/890,381	10/14/2013
Amended Lime	61/935,532	2/4/2014
High Temperature Sorbents for Pollution Control	61/937,118	2/7/2014

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
	4324699	04/23/2013
	4324698	04/23/2013
	4317424	04/09/2013
	3825920	07/27/2010
	3818888	07/13/2010

Description	Registration/ Application Number	Registration/ Application Date
AMENDED SILICATES	Abandoned	
CLEANER. SAFER. SMARTER.	Abandoned	
 <p>AMENDED SILICATES Advanced sorbent solutions for the environment.</p>	Abandoned	