

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342615

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMG Vanadium, Inc.		05/26/2015	LLC : DELAWARE
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc, as Security Agent		
Street Address:	25 Gresham Street		
Internal Address:	3rd Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7HN		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3263163	FENIMOLY	
Registration Number:	2690052	FEROVAN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	646992-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/28/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, AMG Vanadium, Inc., a Delaware limited liability company (herein referred to as the "Grantor") owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Lloyds Bank PLC, as Agent and as Security Agent, are parties to a Facilities Agreement dated 26 May 2015 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of May 27, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Lloyds Bank PLC, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property 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 Security Agent, 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 "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of the Trademark owned by the Grantor and identified in Schedule I hereto or for the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Security Agent 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 Security Agent's name, from time to time, in the Security Agent's reasonable discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all necessary action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Intellectual

documents and instruments which may be necessary to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

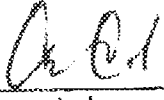
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 27 day of May, 2015.

AMG VANADIUM, INC.
as Grantor

By: 
Name: Amy Ard
Title: Vice President

ACKNOWLEDGED:

LLOYDS BANK PLC
as Security Agent

By: _____
Name:
Title:

Signature Page to Intellectual Property Security Agreement

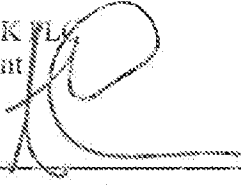
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 27 day of May, 2015.

AMG VANADIUM, INC.
as Grantor

By: _____
Name: Amy Ard
Title: Authorized Signatory

ACKNOWLEDGED:

LLOYDS BANK PLC
as Security Agent

By: _____
Name: 
Title: Andrew W. McCreary
Associate Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005527 FRAME: 0169

SCHEDULE 1

MATERIAL TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FENIMOLY	3263163	July 10, 2013
FENIMOLY		
FEROVAN	2690052	February 25, 2003