

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOLYCORP MINERALS, LLC		04/15/2016	Limited Liability Company:
PP IV MOUNTAIN PASS II, INC.		04/15/2016	Corporation:
PP IV MOUNTAIN PASS INC.		04/15/2016	Corporation:
RCF IV SPEEDWAGON INC.		04/15/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SECURE NATURAL RESOURCES LLC		
<b>Street Address:</b>	900 N. Michigan Avenue		
<b>Internal Address:</b>	Suite 1340		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4366024	PHOSFIX	
<b>Registration Number:</b>	4366025	SORBX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2001 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	33998-30120		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		

CH \$65.00 4366024

<b>DATE SIGNED:</b>	04/21/2016
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**Total Attachments: 5**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 15, 2016 (this "Assignment"), is entered into by and among the Parties set forth on the signature pages hereto (collectively, "Sellers"), on the one hand, and Secure Natural Resources LLC, a Delaware limited liability company ("Purchaser"), on the other hand. Sellers and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Sellers are the owners of the entire right, title and interest in and to the Purchased Intellectual Property set forth on Schedule 5.6(a) to the Asset Purchase Agreement (as amended from time to time and attached hereto).

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of April 15, 2016 (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment and Assumption. Each Seller hereby sells, transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby accepts the sale, transfer, assignment, conveyance and delivery of and assumes and agrees to timely perform and discharge in accordance with their respective terms any Assumed Liabilities associated with, all of such Seller's right, title and interest in and to the Purchased Intellectual Property, together with any past, present or future Claims or causes of action arising out of or related to any infringement or misappropriation of the Purchased Intellectual Property.

2. Further Assurances. From and after the Closing, Sellers and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assign, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Assignment and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Assignment.

3. Effectiveness. This Assignment shall be effective as of the Closing.

4. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or

inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the law of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rule thereof.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

**SELLERS:**

**MOLYCORP MINERALS, LLC  
PP IV MOUNTAIN PASS II, INC.  
PP IV MOUNTAIN PASS INC.  
RCF IV SPEEDWAGON INC.**

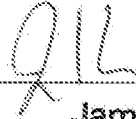
By:   
Name: Geoffrey R. Bedford  
Title: President and CEO

**PURCHASER:**

**SECURE NATURAL RESOURCES  
LLC**

By: \_\_\_\_\_

Name:  
Title:



**James H. Litinsky  
Authorized Signatory**

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]

**TRADEMARK  
REEL: 005775 FRAME: 0133**

Schedule 5.6(a)

PURCHASED INTELLECTUAL PROPERTY

I. Trademarks

<b>Trademark</b>	<b>Country</b>	<b>Trademark Registration/Application Number</b>	<b>Issued/Filing Date</b>
SorbX	United States	4366024	7/9/2013
PhosFIX	United States	4366025	7/9/2013

II. Patents

<b>Title</b>	<b>Country</b>	<b>Patent Registration/Application Number</b>	<b>Issued/Filing Date</b>
Process for Removing Arsenic from Aqueous Streams	United States	6863825	3/8/2005
Process for Removing Arsenic from Aqueous Streams	United States	7300589	11/27/2007
Process for Removing Arsenic from Drinking Water	United States	7048853	5/23/2006
Composition for Removing Arsenic from Aqueous Streams	United States	7686976	3/30/2010
Water Purification Device for Arsenic Removal	United States	8475658	7/2/2013
Ceric Oxide with Exceptional Arsenic Removal Properties	United States	61/949799	3/7/2014
Ceric Oxide with Exceptional Arsenic Removal Properties	United States	61/949810	3/7/2014
Process Using Rare Earths to Remove Oxyanions From Aqueous Streams	United States	7338603	3/4/2008
Apparatus for Treating a Flow of an Aqueous Solution Containing Arsenic	United States	8066874	11/29/2011
Filter Substrate Composition	United States	8809229	8/19/2014
Composition for Treating a Fluid	United States	8349764	1/14/1997

[SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]