

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Magnesia, LLC		04/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	300 Barr Harbor Drive		
Internal Address:	5 Tower Bridge, #850		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2517489	AMPHO-MAG	
Registration Number:	0991171	AQUAMAG	
Registration Number:	1031108	BRUCIMAG	
Registration Number:	1864458	ENVIRO BLEND	
Registration Number:	1830973	ENVIRO-MAG	
Registration Number:	1830972	ENVIRO-PHOS	
Registration Number:	4674732	GILES	
Registration Number:	4678100	GILES G	
Registration Number:	0645301	MAGOX	
Registration Number:	4280732	MAGRICULTURE	
Registration Number:	4728549	NUTRI-MG ++	
Registration Number:	0801148	OXYMAG	
Registration Number:	4306656	PREMAGMOC	
Registration Number:	4302742	PREMAGMPC	
Registration Number:	1857411	PREMIER	
Registration Number:	1864450	PREMIER	
Registration Number:	5246829	PREMIER MAGNESIA, LLC	
Registration Number:	4645449	PREVENT	
TRADEMARK			

CH \$540.00 2517489

Property Type	Number	Word Mark
Registration Number:	4203516	PREVENT-C
Registration Number:	2055225	THIOGUARD
Registration Number:	3821525	WHITE MOUNTAIN

CORRESPONDENCE DATA

Fax Number: 4125621041

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.

Phone: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever

Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0081947-000107

NAME OF SUBMITTER: Michael L. Dever

SIGNATURE: /Michael L. Dever/

DATE SIGNED: 05/02/2018

Total Attachments: 25

source=wells fargo-premier magnesia security agreement 4.18.18#page1.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page2.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page3.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page4.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page5.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page6.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page7.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page8.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page9.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page10.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page11.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page12.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page13.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page14.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page15.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page16.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page17.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page18.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page19.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page20.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page21.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page22.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page23.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page24.tif
source=wells fargo-premier magnesia security agreement 4.18.18#page25.tif

TRADEMARK

REEL: 006324 FRAME: 0678

SECURITY AGREEMENT

1. The undersigned **PREMIER MAGNESIA, LLC**, a Delaware limited liability company (the "**Pledgor**") hereby assigns and grants to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Agent and Lender (defined in Paragraph 2 below) (the "**Agent**") a security interest in all existing and future assets of the Pledgor, including, without limitation, the following described property now owned or hereafter acquired by the Pledgor ("**Collateral**"):

(a) All rights to payment, Accounts, Deposit Accounts, Chattel Paper (whether electronic or tangible), Instruments, Promissory Notes, Documents, licenses, Payment Intangibles, Software, Investment Property, Letter of Credit Rights and Health-Care Insurance Receivables now existing or at any time hereafter arising and whether they arise from the sale, lease or other disposition of inventory or from performance of contracts for service, manufacture, construction, repair or otherwise or from any other source whatsoever, including without limitation all security, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein.

(b) All Inventory, Goods held for sale or lease or to be furnished under contracts for service, Goods so leased or furnished, and all software embedded therein and component parts thereof, and all raw materials, work in process, finished goods and materials used or consumed in Pledgor's business now or at any time hereafter acquired by Pledgor wherever located, whether in the possession of Pledgor or any warehouseman, bailee or any other person or in process of delivery and whether located at Pledgor's places of business or elsewhere, and all warehouse receipts, bills of lading and other documents evidencing any of the foregoing and all goods covered thereby, including without limitation all security, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein, and all renewals thereof together with all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(c) All tools, machinery, furnishings, furniture and other Equipment and Fixtures, and all improvements, replacements, Accessions and additions thereto and embedded software included therein, whether now owned or hereafter acquired by Pledgor, wherever located, whether in the possession of Pledgor or any other person and whether located on Pledgor's property or elsewhere, including without limitation all security, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein, and all renewals thereof.

(d) All of the Pledgor's Deposit Accounts with the Agent and the other Lenders, including interest now or hereafter earned thereon and all funds added thereto, and any renewals or rollovers of the Deposit Accounts, any successor accounts, and any General Intangibles and choses in action arising therefrom or related thereto.

(e) All General Intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such General Intangibles; all contract rights, permits, documents, applications, licenses, materials and other matters related to such General Intangibles; all tangible property embodying or incorporating any such General Intangibles; and all Chattel Paper and Instruments relating to such General Intangibles.

(f) All patented and unpatented mining claims together with all As-Extracted Collateral (including As-Extracted Collateral from Pledgor's present and future operations regardless of whether such mineral, oil, gas and hydrocarbon substance interests are presently owned or hereafter acquired by Pledgor and all accounts arising out of the sale of any such minerals, oil, gas and other hydrocarbon substances) together with (i) Pledgor's present and future contracts, agreements, arrangements, or understandings (A) for the sale, supply, transportation, provision or disposition of any minerals, oil, gas or hydrocarbon substances by Pledgor, or any one or more of its agents, representatives, successors, or assigns, to any purchaser or acquirer thereof, and all products, replacements, and Proceeds thereof (including all minerals, oil, gas and hydrocarbon substances sales contracts) and (B) relating to the mining, drilling or recovery of any mineral or other reserves for the benefit of or on behalf of Pledgor or any of its agents, representatives, successors, or assigns (including all contract mining, drilling or recovery agreements and arrangements), and all products and Proceeds thereof and payments thereunder, together with all products and Proceeds (including all insurance policies and Proceeds thereof) of and any accessions to any of the foregoing and (ii) all minerals, oil, gas or hydrocarbon substances severed or extracted from the ground (specifically including all As-Extracted Collateral of Pledgor and all severed or extracted minerals, oil, gas or hydrocarbon substances purchased, acquired or obtained from other parties), and all Accounts, General Intangibles and products and Proceeds thereof or related thereto, regardless of whether any such minerals, oil, gas or hydrocarbon substances are in raw form or processed for sale and regardless whether or not such Pledgor had an interest in such mineral, oil, gas and hydrocarbon substances before extraction or severance. For purposes of hereof, "minerals" as used herein shall including, without limitation all substances having a definitive chemical composition which can be easily recognized.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All Accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash Proceeds, products, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance

contracts, letters of credit, guaranties or other Supporting Obligations covering the Collateral and any causes of action relating to the Collateral, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, (i) all rights to payment however evidenced, (ii) all Goods returned by or repossessed from Pledgor's customers, (iii) rights arising out of Collateral, (iv) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, (v) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral, (vi) returned insurance premiums, and (vii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("**Books and Records**").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Lenders. Each party obligated under any Indebtedness is referred to in this Agreement as a "Pledgor" or "Debtor". "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Pledgor or any one or more of them to the Lenders, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Lenders by assignment or otherwise. The word "Indebtedness" is used herein in its most comprehensive sense and includes, without limiting the general nature of the foregoing, the "Obligations" as defined in that certain Credit Agreement dated the date hereof among the Pledgor, the Agent and each lender from time to time party thereto (together with the Agent, each referred to individually as a "**Lender**" and, collectively as the "**Lenders**") as the same may be amended, restated, modified, supplemented, increased and/or replaced from time to time (the "**Credit Agreement**") and any and all advances, debts, obligations and liabilities of Pledgor due to Agent and Lenders and/or any Affiliate of any Lender with respect to and in any way relating to those credit facilities described in the Credit Agreement, including, without limitation, all Swap Obligations of the Pledgor arising under any Swap Contract, provided that, in no event shall "Indebtedness" include any Excluded Swap Obligations. All terms not otherwise defined herein shall have the meaning set forth for such terms in the Credit Agreement or the Uniform Commercial Code (as hereinafter defined), as the case may be.

3. PLEDGOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Agent in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the **Schedule 2** attached hereto and made a part hereof. In addition, the Pledgor (if not an

individual or other unregistered entity), is incorporated in or organized under the laws of the state specified in **Schedule 2** attached hereto and made a part hereof. The Pledgor shall give the Agent at least thirty (30) days' notice before changing its residence, its chief executive office or state of incorporation, organization name, identity or business structure. The Pledgor will notify the Agent in writing prior to any change in the location of any Collateral, including the Books and Records and the location of "Mining and Drilling Operations; Locations of all Mineheads" and take any action reasonably requested by the Agent to maintain its security interest therein.

(c) Intentionally Omitted.

(d) Unless otherwise agreed, and other than the permitted Liens as set forth in Section 7.01 of the Credit Agreement, the Pledgor has not granted (except in connection with any debt being refinanced by Agent and Lenders simultaneous herewith) and will not grant any security interest in any of the Collateral except to the Agent and the other Lenders, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Lenders.

(e) The Pledgor will promptly notify the Agent in writing of any material event which affects the value of the Collateral, the ability of the Pledgor or the Agent to dispose of the Collateral, or the rights and remedies of the Agent and the other Lenders in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Lenders' security interest (collectively, the "**Collateral Costs**"). Without waiving the Pledgor's default for failure to make any such payment, the Agent at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Agent on demand for any Collateral Costs so incurred.

(g) Until the Agent exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, other than (prior to an Event of Default which has not been waived in writing by the Agent) any warehouse receipts or bills of lading incurred in the ordinary course of Pledgor's business, the Pledgor shall immediately deliver such document to the Agent, together with any necessary endorsements.

(i) Other than Dispositions permitted under the Credit Agreement, the Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral

except with the prior written consent of the Agent, provided, however, that the Pledgor may sell inventory (including, "As-Extracted Collateral) in the ordinary course of business.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Agent and include a lender loss payable endorsement in favor of the Agent in a form acceptable to the Agent. Upon the request of the Agent, the Pledgor will deliver to the Agent a copy of each insurance policy, or, if permitted by the Agent, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Agent of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Agent and shall provide that the Agent has no liability to such owner, holder of any lien, or any other person.

(l) **Schedule 1** attached to this Agreement and made a part hereof is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Agent in its discretion, the Pledgor will promptly notify the Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. The Pledgor authorizes the Agent, without notice to the Pledgor, to modify this Agreement by amending such Schedule to include any such Collateral.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Agent and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Agent. The Pledgor will not license or transfer any of the Collateral, except for such licenses as

are customary in the ordinary course of the Pledgor's business, or except with the Agent's prior written consent.

(n) Pledgor represents and warrants that it has provided the Agent with a real estate description sufficient to enable the Agent to record a financing statement in the county records sufficient to perfect a security interest in all of Pledgor's As-Extracted Collateral. Further, Pledgor represents and warrants that (i) this Agreement creates a valid security interest in favor of the Agent, for the benefit of itself and the Lenders in the Collateral and (ii) the security interests granted hereunder in favor of the Agent, for the benefit of itself and the Lenders will constitute a first priority security interest and will be perfected, (A) with respect to the Collateral (other than As-Extracted Collateral) of Pledgor, upon the proper filing of the financing statements in the jurisdiction of the state of incorporation, formation or organization, as applicable, of Pledgor as indicated on **Schedule 2**, and (B) with respect to the As-Extracted Collateral of Pledgor, upon the proper filing of the financing statements in the county's real estate records in the county identified on **Schedule 2** as the location of "Mining and Drilling Operations; Locations of Mineheads" with respect to Pledgor.

(o) Pledgor will not commence any new mining or gas operation or permit any party to mine or remove minerals, oil, gas or hydrocarbon substances from any of its reserves (whether leased or owned in fee by Pledgor) without providing thirty (30) days prior written notice to the Agent, and providing the Agent with sufficient real estate information to enable the Agent to file financing statements to perfect an interest in As-Extracted Collateral with respect to such operation.

(p) If, after the Closing Date, Pledgor is required to grant Agent a lien in any real property acquired by Pledgor, Pledgor shall deliver such documents and instruments as are requested by Agent in connection therewith, including, without limitation, flood hazard determinations with respect to such real property, and if such determinations show that the real property is located in a flood zone, a flood notification form signed by the Borrower and evidence that flood insurance is in place for the building and contents, all in form and substance satisfactory to each Lender.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgor agrees that the Agent may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Agent (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Agent any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Agent the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Agent's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under the Credit Agreement or any other agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to the Agent or any other Lender, and such breach remains uncured after any applicable cure period.

(c) The Agent fails to have an enforceable first lien (except for any prior liens to which the Agent has consented in writing) on or security interest in the Collateral.

(d) Pledgor or of any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, institutes or consents to the institution of any proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property.

(e) Any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed to take possession of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Indebtedness without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days.

(f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any under any bankruptcy or other law for the relief of, or relating to, debtors either relating to any such Person or to all or any material part of its property without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due and such Lien is not removed by Pledgor within the time period, if any, permitted by the Credit Agreement.

(h) The Pledgor has given the Agent any false or misleading information or representations.

6. AGENT'S REMEDIES AFTER DEFAULT. In the event of any default, the Agent may do any one or more of the following:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Agent and the other Lenders in any deposit account of the Pledgor maintained with the Agent and any other Lender by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Agent's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral including inventory.

(e) Require the Pledgor to segregate, all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Agent in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Agent's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Agent at a place designated by the Agent.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Agent deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Agent to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any intellectual Property now owned or hereafter acquired by the Pledgor, if the Agent deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be

without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Agent may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Agent as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Agent or any of the Agent's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Require Pledgor to prepare, apply for, and file with applicable Official Bodies, and sign any Pledgor's name on, any and/or all transfer applications and related documentation with respect to any and/or all of Pledgor's permits, as well as any other documentation as may be necessary or appropriate to cause either cancellation or termination of any and/or all of such Pledgor's permits or to transfer or assign the same to any Person or Persons as may be designated by the Agent in its sole discretion, and take any and all actions as the Agent, in its sole discretion, deems necessary or appropriate in relation to any of the foregoing in this clause.

(p) Exercise any other remedies available to the Agent at law or in equity.

(q) The Pledgor waives all rights and defenses that the Pledgor may have because any of the Indebtedness is secured by real property.

7. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Agent to enforce any provision shall not preclude the Agent and the other Lenders from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Agent, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Agent may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Agent in connection with this Agreement must be in form and substance satisfactory to the Agent.

(d) This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein or in the Credit Agreement are used as set forth in the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania on the date hereof and as amended from time to time except to the extent that the conflict of law rules of such Uniform Commercial Code shall apply the Uniform Commercial Code as in effect from time to time in any other state to specific property or other matters (as referred to herein, the "**Uniform Commercial Code**").

(g) In the event of any action by the Agent to enforce this Agreement or to protect the security interest of the Lenders in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Agent seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Agent and/or any of the other Lenders and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.


(j) The Lenders' rights hereunder shall inure to the benefit of their successors and assigns. In the event of any assignment or transfer by any Lender of any of the Indebtedness or the Collateral, such Lender thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but such Lender shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

(i) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the address, telecopier number or electronic mail address as specified for such Person in the Credit Agreement and shall be deemed to have been given as provided for therein.

9. **FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, PROVIDED HOWEVER, THIS DOCUMENT DOES NOT SUPERSEDE THE CREDIT AGREEMENT AND IN THE EVENT OF ANY DIRECT CONFLICTS BETWEEN THIS DOCUMENT AND THE CREDIT AGREEMENT, THE CREDIT AGREEMENT SHALL CONTROL, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.**


The parties executed this Agreement under seal as of April 18, 2018, intending to be legally bound.

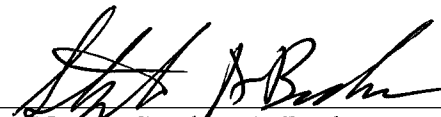
WELLS FARGO BANK, NATIONAL ASSOCIATION.

By: 
Name: Stephen M. Barracato
Title: Assistant Vice President

Attested to:

PREMIER MAGNESIA, LLC



By:  (SEAL)
Name: Stephen A. Becker
Title: Vice President, General Counsel & Secretary

Address for Notices:
Premier Magnesia, LLC
1275 Drummers Lane
Suite 102
Wayne, PA 19087
Attn: Vice President, General Counsel & Secretary

With copy to:

J. Chad Haynes
Vice President – Finance and Controller
Premier Magnesia, LLC
75 Giles Place
Waynesville, NC 28786

SCHEDULE 1

TRADEMARKS

Serial Number	Registration Number	Mark	Owner and Address Address
78017639	2517489	AMPHO-MAG (see, https://tmng-al.uspto.gov/resting2/api/img/78017639/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
72456028	991171	AQUAMAG (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
73047570	1031108	BRUCIMAG (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
74409824	1864458	ENVIRO BLEND (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
74409825	1830973	ENVIRO-MAG (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
74409823	1830972	ENVIRO-PHOS (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive

Serial Number	Registration Number	Mark	Owner and Address Address
		<u>Image-File.jpg</u>)	Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
86289286	4674732	GILES (see, https://tmng-al.uspto.gov/resting2/api/img/86289286/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
86289238	4678100	GILES G (stylized and/or with design, see https://tmng-al.uspto.gov/resting2/api/img/86289238/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
72011903	645301	MAGOX (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
85553286	4280732	MAGRICULTURE (see, https://tmng-al.uspto.gov/resting2/api/img/85553286/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
86112204	4728549	NUTRI-MG ++ (see, https://tmng-al.uspto.gov/resting2/api/img/86112204/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
72203389	801148	OXYMAG (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250

Serial Number	Registration Number	Mark	Owner and Address Address
			West Conshohocken, Pennsylvania 19428-2998
85594950	4306656	PREMAGMOC (see, https://tmng-al.uspto.gov/resting2/api/img/85594950/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
85595008	4302742	PREMAGMPC (see, https://tmng-al.uspto.gov/resting2/api/img/85595008/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
74273100	1857411	PREMIER (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
74272992	1864450	PREMIER (stylized and/or with design, see https://tmng-al.uspto.gov/resting2/api/img/74272992/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
86530496	5246829	PREMIER MAGNESIA, LLC (stylized and/or with design, see https://tmng-al.uspto.gov/resting2/api/img/86530496/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
85390595	4645449	PREVENT (see, https://tmng-al.uspto.gov/resting2/api/img/85390595/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania

Serial Number	Registration Number	Mark	Owner and Address Address
			19428-2998
85390616	4203516	PREVENT-C (see, https://tmng-al.uspto.gov/resting2/api/img/85390616/large)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
75111527	2055225	THIOGUARD (see, https://teas.uspto.gov/ccr/view/common/No-Image-File.jpg)	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998
	3821525	WHITE MOUNTAIN	Premier Magnesia, LLC 300 Barr Harbor Drive Five Tower Bridge, Suite 250 West Conshohocken, Pennsylvania 19428-2998

SCHEDULE 1 (CONTINUED) – PATENTS

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPG	PREVENT - C®	098197.00008	13/116,548	8,784,558	26-MAY-2011	22-JUL-2014	UNITED STATES	ISSUED ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT-BASED MORTARS AND CONCRETES
CPG	PREVENT - C®	098197.00016	89718		23-MAY-2012		PANAMA	ISSUED ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT-BASED MORTARS AND CONCRETES
CPG	PREVENT - C®	098197.00044	2012258921		22-MAY-2012		AUSTRALIA	ISSUED ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT-BASED MORTARS AND CONCRETES

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPG	PREVENT - C®	098197.00043	MX/A/2013/013 755		22- MAY- 2012		MEXICO	ALLOWED ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT- BASED MORTARS AND CONCRETES
CPG	PREVENT - C®	098197.00042	2,837,203		22- MAY- 2012		CANADA	PENDING ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT- BASED MORTARS AND CONCRETES
CPG	PREVENT - C®	098197.00045	12790048.8		22- MAY- 2012		EUROPE	PENDING ADMIXTURES FOR SHRINK CRACK REDUCTION OF PORTLAND CEMENT- BASED MORTARS AND CONCRETES

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPG	PREVENT® MOC	098197.00021	13/440,748	8,603,237	05-APR-2012	10-DEC-2013	UNITED STATES	ISSUED METHOD AND COMPOSITIONS FOR IMPROVING PERFORMANCE PROPERTIES OF MAGNESIUM OXYCHLORIDE CEMENTS
CPG	PREVENT® MOC	098197.00051	MX/A/2014/011 968		25-MAR-2013		MEXICO	PUBLISHED METHOD AND COMPOSITIONS FOR IMPROVING PERFORMANCE PROPERTIES OF MAGNESIUM OXYCHLORIDE CEMENTS
CPG	PREVENT® MOC	098197.00052	2,868,579		25-MAR-2013		CANADA	PENDING METHOD AND COMPOSITIONS FOR IMPROVING PERFORMANCE PROPERTIES OF MAGNESIUM OXYCHLORIDE CEMENTS

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPG	PREVENT® MPC	098197.00036	13/904,296	9,815,738	28-MAY-2013	14-NOV-2017	UNITED STATES	ISSUED MAGNESIUM PHOSPHATE CEMENT
CPG	PREVENT® MPC	098197.00054	90,634		13-SEP-2013		PANAMA	PENDING MAGNESIUM PHOSPHATE CEMENT
CPG	PREVENT® MPC	098197.00055			13-SEP-2013		CANADA	PENDING MAGNESIUM PHOSPHATE CEMENT
CPG	PREVENT® MPC	098197.00056	2013330338		13-SEP-2013		AUSTRALIA	PENDING MAGNESIUM PHOSPHATE CEMENT

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPG	PREVENT® MPC	098197.00057	13845620.7		13-SEP-2013		EUROPE	PENDING MAGNESIUM PHOSPHATE CEMENT
CPG	PREVENT® MPC	098197.00058	MX/A/2015/004388		13-SEP-2013		MEXICO	PENDING MAGNESIUM PHOSPHATE CEMENT
CPG	PREVENT® MPC	98197.00036	14/993,520	9,809,494	12-Jan-2016	07-Nov-2017	UNITED STATES	ISSUED MAGNESIUM PHOSPHATE CEMENT (CIP)
CPG	BOARD SLURRY	098197.00060	62/148,285		16-APR-2015		UNITED STATES	PENDING MGO AND MG (OH) ₂ SLURRIES FOR MG-BASED CEMENTS PENDING

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
THIOGUARD	NUTRI-MG++®	098197.00048	14/340,862		25-JUL-2014		UNITED STATES	ISSUED TREATMENT OF POTABLE WATER
THIOGUARD	NUTRI-MG++®	098197.00049	MX/A/2014/013 143		29-OCT-2014		MEXICO	PENDING TREATMENT OF POTABLE WATER
THIOGUARD	NUTRI-MG++®	098197.00050	2,867,472		17-OCT-2014		CANADA	PENDING TREATMENT OF POTABLE WATER
THIOGUARD	STRUVITE II	098197.00034	14/026,025	9,845,258	13-SEP-2013	19-DEC-2017	UNITED STATES	ISSUED COMPOSITIONS AND METHODS FOR TREATING WASTEWATER

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
THIOGUARD	STRUVITE II	098197.00037	14/026,080		13-SEP-2013		UNITED STATES	PENDING COMPOSITIONS AND METHODS FOR TREATING WASTEWATER
THIOGUARD	STRUVITE II	098197.00040	14/026,105		13-SEP-2013		UNITED STATES	PENDING COMPOSITIONS AND METHODS FOR TREATING WASTEWATER
THIOGUARD	GAS BINDING	098197.00035	13/853,465		29-MAR-2013		UNITED STATES	PUBLISHED IMPROVING WASTEWATER PUMPING AND CONVEYING EFFICIENCY

PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
Thioguard	Anaerobic Digester	098197.00074	15/724,611		04-Oct-2017		UNITED STATES	PENDING ANAEROBIC DIGESTER ENHANCEMENT
PREMIER DIVISION	PRODUCT OR COMMERCIAL REFERENCE	H&K DOCKET NO.	APPLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	COUNTRY	STATUS TITLE
CPI	MAGOX® SW.	098197.00059	14/681,241	9,895,649	08-APR-2015	20-FEB-2018	UNITED STATES	ISSUED HIGH SOLIDS MAGNESIUM HYDROXIDE SEA WATER SLURRIES
CPI	AMPHOMAG		09/666,900	6,692,656	31-MAR-99	17-FEB-04	UNITED STATES	ISSUED AMPHOTERIC MAGNESIUM BUFFERS
Not Assigned	N/A	N/A	11/204,765	7,276,217	16-AUG-2005	02-OCT-2007	UNITED STATES	ISSUED (TO BE ABANDONED) REDUCTION OF COAL-FIRED COMBUSTION EMISSIONS

**SCHEDULE 2
TO
SECURITY AGREEMENT**

SECURITY INTEREST DATA SUMMARY

The chief executive office of Pledgor is located at:

Premier Magnesia, LLC
75 Giles Place
Waynesville, NC 28786

Pledgor's true and full name is as follows: Premier Magnesia, LLC. Pledgor uses no trade names or fictitious names.

Pledgor's form of organization is as follows: limited liability company.

Pledgor's state of organization is as follows: Delaware.

Pledgor's organization ID # is (if any exists) is as follows: 3345222.

All of each Pledgor's books and records, including those relating to accounts payable and accounts receivable, are kept at Pledgor's chief executive office as described above, except as specified below:

Mining and Drilling Operations; Locations of all Mineheads: Nye County, Nevada