

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
5N PLUS INC.		05/25/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HSBC BANK CANADA		
Street Address:	2001 MCGILL COLLEGE, SUITE 300		
City:	MONTRÉAL, QUÉBEC		
State/Country:	CANADA		
Postal Code:	H3A 1G1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87852314	5N NUTRITIVE ENABLING PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	HSBC - 5n Plus		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	06/24/2018		
Total Attachments: 5			
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OP \$40.00 87852314

CONFIRMATORY SECURITY AGREEMENT

WHEREAS 5N Plus Inc. (the **Grantor**), having its registered office at 4385 Garand Street, Saint-Laurent, Québec, H4R 2B4, Canada (i) is the registered owner of the Canadian patents and patent applications listed in Schedule "A" hereto and may, in the future, become the registered owner of additional Canadian patents, patent applications, trademarks and trademark applications (collectively, the **Canadian Intellectual Property**), (ii) is the registered owner of the United States patents, patent applications, trademarks and trademark applications listed in Schedule "B" hereto and may, in the future, become the registered owner of additional United States patents and patent applications (collectively, the **US Intellectual Property**) (the Canadian Intellectual Property and the US Intellectual Property are hereinafter collectively referred to as the **Intellectual Property**);

WHEREAS HSBC BANK CANADA, in its capacity as collateral agent or *fondé de pouvoir*, as the case may be (in each such capacity, the **Creditor**), having a place of business at 2001 McGill College, Suite 300, Montréal, Québec H3A 1G1, and the Grantor entered into a deed of hypothec on August 5, 2014, a security agreement dated as of August 20, 2014 and a U.S. security agreement dated as of August 20, 2014 (collectively, the **Security Documents**), pursuant to which the Grantor granted to the Creditor a hypothec on, and a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Creditor have perfected (rendered opposable) the Security Documents in the Intellectual Property in accordance with the laws of the Provinces of Québec and Ontario, Canada and in accordance with the Uniform Commercial Code;

WHEREAS the Grantor and the Creditor are desirous of recording the Security Documents and the additional security created hereunder in the Intellectual Property with the United States Patent and Trademark Office and with the Canadian Intellectual Property Office;

NOW THEREFORE, the Grantor and the Creditor hereby confirm that the Grantor and the Creditor entered into the Security Documents, pursuant to which the Grantor granted to the Creditor a hypothec on, and a security interest in and to, among other things, the Intellectual Property.

AND, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Creditor a security interest in the Intellectual Property.

AND each party hereto does hereby further acknowledge and affirm that the rights and remedies of the Creditor with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THE PARTIES FURTHER AGREE that the Grantor shall record this Confirmatory Security Agreement with (i) the Canadian Intellectual Property Office, with respect to the Canadian Patents, and (ii) the United States Patent and Trademark Office (together with a filing at the Office of Revenue in Washington, D.C.), with respect to the US Patents.

The parties hereto acknowledge that they have required that this Confirmatory Security Agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir demandé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 006402 FRAME: 0850

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument on the twenty-fifth (25) day of May, 2018.

5N PLUS INC., as the Grantor

Per: _____

Name: _____
Title: **Jean Mayer**
Vice President,
Legal Affairs and Corporate Secretary

HSBC BANK CANADA,
as the Creditor

Per: _____

Name: _____
Title: _____

Per: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument on the twenty-fifth (25th) day of May, 2018.

5N PLUS INC., as the Grantor

Per: _____

Name:

Title:

**HSBC BANK CANADA,
as the Creditor**

Per: _____

Name:

Title:

Fanette Grosjean
Première directrice de comptes
Service aux grandes entreprises
Senior Account Manager
Large Corporate

Per: _____

Name:

Title:

Jean Caille
Vice President, Commercial Banking
Montreal and Montréal

SCHEDULE "B"

UNITED STATES PATENTS

Owner	Registration No.	Title
5N Plus Inc.	7,749,480	Cadmium Telluride Production Process
Assignment not executed yet	62/631,286	Metal Or Alloy Powders Atomization Manufacturing Processes

UNITED STATES TRADEMARKS

OWNER	MARK	APPLICATION NO.	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE	STATUS
5N Plus Inc.	5N PLUS	86/704,356	5,248,444	July 24, 2015	July 25, 2017	Registered next renewal due July 25, 2027
5N Plus Inc.	5N PLUS & Design	86/788,014	5,248,479	Oct. 14, 2015	July 25, 2017	Registered next renewal due July 25, 2027
5N Plus Inc.	ENABLING TECHNOLOGY'S PERFORMANCE	87/312,329	n/a	Jan. 24, 2017	n/a	Pending

SN Plus Inc.	ENABLING PERFORMANCE	To be assigned	n/a	n/a	n/a	Pending
SN Plus Inc.	5N NUTRITIVE ENABLING PERFORMANCE & Design	87/852,314	n/a	March 27, 2018	n/a	Pending

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