

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Titanium Works, LLC		08/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tronox LLC		
Street Address:	263 Tresser Boulevard, Suite 1100		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87105303	ATW	
Serial Number:	87320356	TITANIUM FOR THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	6169881736		
<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:	616-831-1736		
Email:	petersonl@millerjohnson.com		
Correspondent Name:	Brittany R. Harden		
Address Line 1:	45 Ottawa Ave SW, Suite 1100		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	44647-2		
NAME OF SUBMITTER:	Brittany R. Harden		
SIGNATURE:	/Brittany R. Harden/		
DATE SIGNED:	08/23/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 15, 2018 by AMERICAN TITANIUM WORKS LLC, a Delaware limited liability company, with an address of 135 South LaSalle, Suite 4000, Chicago, Illinois 60603 ("Grantor"), in favor of TRONOX LLC, a Delaware limited liability company, with an address of 263 Tresser Boulevard, Suite 1100, Stamford, Connecticut 06901 ("Tronox"), pursuant to the Loan Agreement and Promissory Note referred to below.

Concurrently with the execution of this Agreement, Grantor executed a Loan Agreement and a Promissory Note, both dated as of the date hereof, in favor of Tronox (collectively, the "Loan Documents"), in which Tronox agreed to loan, and Grantor agreed to repay, up to Nine Million Five Hundred Thousand and 00/100 U.S. Dollars (\$9,500,000.00), together with interest and any fees and costs, all as provided in and subject to the terms and conditions of the Loan Documents (the "Loan"). As required by the terms of the Loan Documents, the Loan is to be secured by a security interest in all tangible and intangible assets of Grantor, including all Intellectual Property (defined below) of Grantor.

In consideration of the foregoing and the mutual agreements contained in this Agreement and the Loan Documents, Grantor hereby grants to Tronox, to secure Grantor's prompt and complete payment and performance under the Loan Documents, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including any trade name or derivations thereof):

- (1) any and all patents and patent applications, including each patent and patent application referred to in **Schedule 1**, together with any renewal thereof;
- (2) each patent license to which Grantor is a party, including each patent license listed on **Schedule 1**;
- (3) all products and proceeds of the foregoing, including any and all claims by Grantor against third parties for past, present or future infringement of any patent, including any patent referred to in **Schedule 1**, any patent issued pursuant to a patent application referred to in **Schedule 1** and any patent licensed under any patent license listed on **Schedule 1** (items 1 through 3 being herein collectively referred to as the "Patent Collateral");
- (4) each registered trademark and application for trademark registration, including each registered trademark and application for trademark registration referred to in **Schedule 2**, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each trademark license, including each trademark license listed on **Schedule 2**, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any trademark, including any trademark referred to in **Schedule 2**, any trademark registration issued pursuant to an application for trademark registration referred to in **Schedule 2** and any trademark licensed under any trademark license listed on **Schedule 2** (items 4 through 6 being herein collectively referred to as the "Trademark Collateral");
- (7) each registered copyright and application for copyright registration, including each registered copyright and application for copyright registration referred to in **Schedule 3**;
- (8) each copyright license to which Grantor is a party, including each copyright license listed on **Schedule 3**;

- (9) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any copyright, including any copyright referred to in **Schedule 3**, any copyright issued pursuant to a copyright application referred to in **Schedule 3** and any copyright licensed under any copyright license listed on **Schedule 3** (items 7 through 9 being herein collectively referred to as the "Copyright Collateral");
- (10) all other proprietary or confidential technology, inventions (whether or not patentable and whether or not reduced to practice), processes, formulas, techniques, technical skills, expertise and capabilities, trade secrets, technical and business data and other information, know-how, discoveries, designs, drawings, sketches, illustrations, schematics, blueprints, models, prototypes, permits, plans, domain names, software and firmware, data and any related general intangible or documentation ("**Technology**"), in which Grantor has any right, all material items of which are listed on **Schedule 4**;
- (11) each material Technology license to which Grantor is a party, including each Technology license listed on **Schedule 4**; and
- (12) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Technology, including any Technology referred to in **Schedule 4** or any Technology licensed under any license listed on **Schedule 4** (items 10 through 12 being herein collectively referred to as the "Technology Collateral");

The Patent Collateral, Trademark Collateral, Copyright Collateral and Technology Collateral (whether or not disclosed on the applicable **Schedules**) is collectively referred to as the "Intellectual Property."

Upon Tronox's request, Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Tronox's interest in all Intellectual Property, including filing of any financing statement under the Uniform Commercial Code. Grantor hereby authorizes Tronox to file any such financing statements (including electronic or facsimile filings) on Grantor's behalf covering the Intellectual Property, without the signature of Grantor to the extent permitted by applicable law, and to file a copy of this Agreement in lieu of a financing statement. Grantor further authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other relevant government officials, foreign or domestic, to record and register this Agreement upon request by Tronox.

Grantor acknowledges and affirms that all material Intellectual Property of Grantor is disclosed in **Schedules 1, 2, 3 and 4**. If Grantor (i) obtains rights to any new Intellectual Property or (ii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto. If any of the Intellectual Property referred to in the foregoing clauses (i) or (ii) is material to Grantor or Grantor becomes aware of any existing material Intellectual Property of which Grantor has not previously informed Tronox, Grantor must give Tronox prompt written notice thereof. Grantor authorizes Tronox to (x) modify this Agreement by amending **Schedule 1, 2, 3 or 4**, as applicable, to include any such Intellectual Property, (y) to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other relevant government officials (domestic or foreign) to record and register or re-record or re-register this Agreement, and (z) to record the amended Agreement or any amended financing statements under the Uniform Commercial Code. Upon Tronox's request, Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Tronox's interest in all Intellectual Property added to **Schedule 1, 2, 3 or 4** pursuant to this paragraph.

The provisions of the Loan Documents shall supersede and control over any conflicting or inconsistent provision in this Agreement. The rights and remedies of Tronox with respect to the Intellectual Property

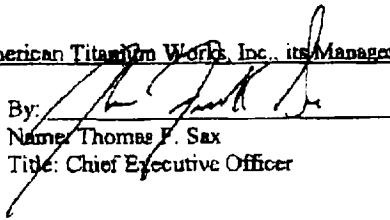
are as provided by the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Section 10 of the Loan Agreement ("Miscellaneous") shall apply to this Agreement, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

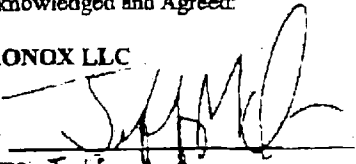
AMERICAN TITANIUM WORKS LLC

By: American Titanium Works, Inc., its Manager

By: 
Name: Thomas F. Sax
Title: Chief Executive Officer

Acknowledged and Agreed:

TRONOX LLC

By: 
Name: Jeffrey M. Quinn
Title: President and CEO

SCHEDULE 1

Patents, Patent Applications and Patent Licenses

<u>Title</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>

SCHEDULE 2

Trademarks, Trademark Applications and Trademark Licenses

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
ATW	87105303	07/15/2016			
TITANIUM FOR THE WORLD	87320356	02/01/2017			

SCHEDULE 3

Copyrights, Copyright Applications and Copyright Licenses

<u>Title and Type of Work</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>

SCHEDULE 4

Technology and Technology Licenses

1. Rolling Pass Schedules:

2. Design Development Drawings for a contemplated plant in Laurens County, South Carolina; and

3. Licenses granted to Grantor under the following contracts:
 - (i) Amended and Restated Equipment Procurement Contract, dated _____, between Grantor and the Consortium consisting of SMS Group GMBH, SMS USA LLC and SMS Site Services Inc.;

 - (ii) Design/Build Contract For Titanium Production Premelt, Melt, and Rolling Plate Mill Facilities at Laurens County, South Carolina. dated _____, between Grantor and H and M Construction Co., Inc., a Tennessee corporation; and

 - (iii) Amended Equipment Procurement Contract (Titanium Melting Facility), dated March 9, 2017. between Grantor and Retch Systems LLC.