

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FMC Lithium USA Corp.		10/01/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2375559	ADVACOR	
<b>Registration Number:</b>	2505090	ADVAGUARD	
<b>Registration Number:</b>	2416479	ADVASERVE	
<b>Registration Number:</b>	2766965	LECTRO	
<b>Registration Number:</b>	3456066	LIFETECH	
<b>Registration Number:</b>	3520617	LIMIT	
<b>Registration Number:</b>	2065396	RENEW	
<b>Registration Number:</b>	3610335	SLMP	
<b>Serial Number:</b>	88004050	LIVENT	
<b>Serial Number:</b>	88099402	LL	
<b>Serial Number:</b>	88099408	LL	
<b>Serial Number:</b>	88099414	LL	
<b>Serial Number:</b>	88099418	LL LIVENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ip@williamsmullen.com		
<b>Correspondent Name:</b>	F. Michael Sajovec		

OP \$340.00 2375559

**Address Line 1:** 8300 Greensboro Drive, Suite 1100  
**Address Line 2:** c/o IP Docketing  
**Address Line 4:** Tysons, VIRGINIA 22102

**ATTORNEY DOCKET NUMBER:** 073396.1106

**NAME OF SUBMITTER:** Jacquelyn Knapp

**SIGNATURE:** /Jacquelyn Knapp/

**DATE SIGNED:** 10/05/2018

**Total Attachments: 6**

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**EXECUTION VERSION**

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as of October 1, 2018 is made by FMC LITHIUM USA CORP., a Delaware corporation (the “Grantor”), and Citibank, N.A., in its capacity as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the financial institutions party thereto as Lenders and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement, dated as of September 28, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Administrative Agent to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (excluding any Excluded Trademark Application), including, without limitation, those referred to on Schedule 1 hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill symbolized by any of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, misappropriation, dilution or other violation thereof; and

(e) all right to sue for past, present, and future infringements, misappropriation, dilution or other violation of the foregoing, including all right to settle suits involving claims and demands for royalties owing.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Notice.

Section 6. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Notice and all rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FMC LITHIUM USA CORP.  
as Grantor

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

Name: Gilberto Antoniazzi  
Title: President and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006467 FRAME: 0044**

ACCEPTED AND AGREED  
as of the date first above written:

CITIBANK, N.A.,  
as Administrative Agent

By: 

Name: Michael Vondriska

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006467 FRAME: 0045**

SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
TO  
TRADEMARKS

Trademark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Applicant/ Owner
ADVACOR	United States of America	Oct-16-1995	75006160	Aug-08-2000	2375559	FMC Lithium USA Corp.
ADVAGUARD	United States of America	Apr-05-1999	75674195	Nov-06-2001	2505090	FMC Lithium USA Corp.
ADVASERVE	United States of America	Apr-05-1999	75673801	Dec-26-2000	2416479	FMC Lithium USA Corp.
LECTRO	United States of America	Feb-26-1996	75062523	Sep-23-2003	2766965	FMC Lithium USA Corp.
LIFETECH	United States of America	Apr-30-2004	76589780	Jul-01-2008	3456066	FMC Lithium USA Corp.
LIMIT	United States of America	May-21-2004	78422941	Oct-21-2008	3520617	FMC Lithium USA Corp.
LIVENT	United States of America	Jun-18-2018	88/004,050			FMC Lithium USA Corp.
LL (and design)	United States of America	Aug-30-2018	88/099,402			FMC Lithium USA Corp.
LL (and design)	United States of America	Aug-30-2018	88/099,408			FMC Lithium USA Corp.
LL LIVENT (and design)	United States of America	Aug-30-2018	88/099,414			FMC Lithium USA Corp.

Trademark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Applicant/ Owner
LL LIVENT (and design)	United States of America	Aug-30-2018	88/099,418			FMC Lithium USA Corp.
RENEW	United States of America	Jun-14-1994	74537434	May-27-1997	2065396	FMC Lithium USA Corp.
SLMP	United States of America	Mar-18-2005	78590402	Apr-21-2009	3610335	FMC Lithium USA Corp.