

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/01/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRONOX LLC		12/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMD ACQUISITION LLC		
<b>Street Address:</b>	560 W. Lake Mead Parkway		
<b>City:</b>	Henderson		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89015		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4544270	E	
<b>Registration Number:</b>	4649667	E ELECTROLYTIC PRODUCTS OF TRONOX LLC	
<b>Registration Number:</b>	4764906	E	
<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>Phone:</b>	6173453000		
<b>Email:</b>	trademarks@burnslev.com		
<b>Correspondent Name:</b>	Deborah J Peckham, Burns & Levinson LLP		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	48974.00013		
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham		
<b>SIGNATURE:</b>	/Deborah J Peckham/		
<b>DATE SIGNED:</b>	01/04/2019		
<b>Total Attachments: 7</b>	source=Assignment of IP Rights (Tronox LLC to EMD Acquisition LLC)#page1.tif		

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## **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

This Assignment of Intellectual Property Rights (this "Assignment") is effective as of September 1, 2018, by and between TRONOX LLC, a Delaware limited liability company, with its principal place of business at One Stamford Plaza, 263 Tresser Boulevard, Suite 1100, Stamford, Connecticut 06901 ("Assignor") and EMD ACQUISITION LLC, a Nevada limited liability company, with its principal place of business at 560 W. Lake Mead Parkway, Henderson Nevada 89015 ("Assignee").

### **RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated March 20, 2018 (the "Purchase Agreement"), pursuant to which Assignee purchased all or substantially all of the assets of Assignor, including without limitation the Intellectual Property Assets (defined below).

WHEREAS, Assignor desires to irrevocably assign, transfer, and convey to Assignee all right, title, and interest Assignor has in and to all of the following, in any jurisdiction through the world, intellectual property listed on Exhibit A attached hereto (collectively, the "Intellectual Property Assets"), but specifically excluding the intellectual property listed on Exhibit B (the "Retained IP").

NOW THEREFORE, in consideration of the terms, covenants, and agreements contained herein, the parties agree as follows:

### **AGREEMENT**

1. Assignment. Assignor does hereby irrevocably assign, transfer and convey to Assignee, and Assignee accepts from Assignor, all right, title, and interest Assignor has in, to, and under the Intellectual Property Assets, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made. Assignor hereby agrees never to assert any moral rights with respect to the Intellectual Property Assets. Assignor and Assignee acknowledge and agree that Assignor owns all right, title, and interest in, to, and under the Retained IP.

2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY TO ASSIGNEE OF ANY KIND OR NATURE WITH RESPECT TO THE INTELLECTUAL PROPERTY ASSETS, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT.

3. Further Assurances. Assignor shall not contest, deny, infringe, misappropriate or take any action inconsistent with Assignee's ownership in or validity of the Intellectual Property

Assets. If Assignee is unable to secure Assignor's signature on any documents, including, without limitation, assignments, patent applications or any other documents deemed necessary by Assignee, in its sole discretion, to carry out the purposes of this Assignment, Assignor hereby irrevocably designates and appoints Assignee or its designees as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any document.

4. Conflict with Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, this Assignment shall control in all respects.

5. General. This Assignment shall be governed by and construed according to the laws of the state of Nevada, without regard to its choice of law provisions. The Assignee may assign this Assignment or any of its rights under this Assignment to any entity, without Assignor's consent. This Assignment will be binding upon Assignor's successors and assigns and will be for the benefit of the Assignee and its successors and assigns. If any provision contained in this Assignment shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Assignment, and the invalid, illegal, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing and signed by the party to be charged. This Assignment may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment effective as of the date first written above.

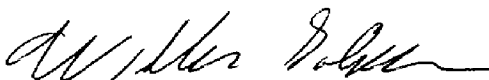
**ASSIGNOR:**

TRONOX LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Steven Kave  
Title: Vice President

**ASSIGNEE:**

EMD ACQUISITION LLC,  
a Nevada limited liability company

By:   
Name: WILLIAM GOLDEN  
Title: GENERAL COUNSEL

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS]

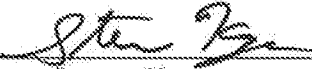
14502703/038487.0007

**TRADEMARK**  
**REEL: 006566 FRAME: 0097**

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment effective as of the date first written above.

**ASSIGNOR:**

TRONOX LLC,  
a Delaware limited liability company

By:   
Name: Steven Kaye  
Title: Vice President

**ASSIGNEE:**

EMD ACQUISITION LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS]




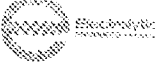


## Exhibit A

### Intellectual Property Assets

#### Issued Patents and Registrations:

Country	App No Filing Date	Title	Patent Number Issue Date
AU	765967 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	765967 1/21/2010
FR	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	1144729 3/4/2015
DE	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	69945284.8 3/4/2015
IT	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	502015000017158 3/4/2015
NL	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	1144729 3/4/2015
ES	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	1144729 3/4/2015
UK	99966482.4 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	1144729 3/4/2015
GE	2001004437 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	3412 12/20/1999
JP	2000-589762 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	5066313 8/17/2012
KR	10-2001-7007776 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	610596 8/2/2006
TW	88122117 12/16/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	NI-153784 4/21/2002
US	09/217168 12/21/1998	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	6214198 4/10/2001
ZA	2001/3667 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide	2001/3667 12/20/1999
TW	90126180 10/23/2001	High Discharge Capacity Electrolytic Manganese Dioxide And Methods	NI-172943 3/1/2003
US	09/408043 9/29/1999	Cathode Intercalation Compositions, Production Methods and Rechargeable Lithium Batteries Containing the Same	6248477 6/19/2001
US	09/774441 1/31/2001	Stabilized Spinel Battery Cathode Material	6558844 5/6/2003
US	10/743077 12/23/2003	High Voltage Laminar Cathode Materials For Lithium Rechargeable Batteries	7238450 7/3/2007
US	11/126941 5/11/2005	Perchlorate Removal From Sodium Chlorate Process (Electrolytic/Hamilton)	7250144 7/31/2007
AU	2013377013 2/1/2013	Improved Lithium Manganese Oxide Compositions	2013377013 10/13/2016

### Issued Trademarks and Registrations:

COUNTRY	MARK	DATE FILED/ SERIAL NO.	REG. DATE/ REG. NO.
Switzerland		07/25/2012 58941/2012	7/25/2012 636104
EU		10/25/2012 011293321	10/25/2012 011293321
U.S.		10/11/2012 85/751,833	06/03/2014 4,544,270
U.S.		10/11/2012 85/751,913	12/02/2014 4,649,667
U.S.		10/11/2012 85/751,869	06/30/2015 4,764,906
China		05/15/2013 12585283	10/14/2014 12585283

### Pending Patent Applications and Applications for Registration:

Country	App No Filing Date	Title
BR	P9917004-3 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide
VE	2517-99 12/20/1999	Method of Producing High Discharge Capacity Electrolytic Manganese Dioxide
CA	2,899,125 2/1/2013	Improved Lithium Manganese Oxide Compositions
CN	2013800720631 2/1/2013	Improved Lithium Manganese Oxide Compositions
EP	13873744.0 2/1/2013	Improved Lithium Manganese Oxide Compositions
IN	2848/KOLNP/2015 2/1/2013	Improved Lithium Manganese Oxide Compositions
JP	2015-555981 2/1/2013	Improved Lithium Manganese Oxide Compositions
MX	MX/a/2015/009739 2/1/2013	Improved Lithium Manganese Oxide Compositions
US	14/762,148 7/20/2015	Improved Lithium Manganese Oxide Compositions
US	15/150,027 5/9/2016	Method for Preparing Electrolytic Manganese Dioxide



## **Exhibit B**

### Retained IP

United States Patent for Removal of Organic Impurities From Water, No. 9,342,177  
issued August 23, 2016.

Registered Product Tradename: Trona®

#### Domain Names

Tronox.com  
Tronox.us  
Tronox.info  
Tronox.net  
Tronox.org  
Tronoxworldwide.com  
Tronoxworldwide.net  
Tronoxworldwide.org  
Tronoxinc.com  
Tronoxinc.net  
Tronoxinc.org  
Tronoxincorporated.com  
Tronoxincorporated.net  
Tronoxincorporated.org