

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IOFINA CHEMICAL, INC.		09/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST FINANCIAL BANK		
Street Address:	255 EAST FIFTH STREET		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4135944	IOFINA	
Registration Number:	4053583	IOFINA	
Registration Number:	4902127	IOFLO	
Registration Number:	4902126	IOPRILL	
Registration Number:	4511401	IOSORB	
Registration Number:	4017291	TECHNOLOGY LEADERS IN IODINE	
Registration Number:	4014070	WELLHEAD EXTRACTION TECHNOLOGY	
Registration Number:	4283210	WET	
CORRESPONDENCE DATA			
Fax Number:	8593416239		
<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:	859-426-2137		
Email:	CGREGORIO@DBLLAW.COM		
Correspondent Name:	CHRISTINE GREGORIO		
Address Line 1:	207 THOMAS MORE PKWY		
Address Line 4:	CRESTVIEW HILLS, KENTUCKY 41017		
NAME OF SUBMITTER:	Christine Gregorio		
SIGNATURE:	/Christine Gregorio/		

OP \$215.00 4135944

DATE SIGNED:	10/05/2020
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Total Attachments: 5

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First Financial Bank

Borrower: Iofina plc, Iofina, Inc., Iofina Resources, Inc., Iofina Chemical, Inc., and IofinaEX Inc.

Loan Numbers: 820899089 and 820900842

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 16, 2020, between Iofina Chemical, Inc., a Delaware corporation having its principal place of business at 1025 Mary Laidley Drive, Covington, Kentucky 41017 (the "Pledgor"), and First Financial Bank, an Ohio state chartered bank having its principal place of business at 255 East Fifth Street, Cincinnati, Ohio 45202 Attention: Randy Bruce (the "Lender").

WHEREAS, the Pledgor and the Lender are parties to that certain Loan Agreement dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, as a condition precedent to the making of the Loans by the Lender under the Loan Agreement, the Pledgor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Lender a security interest in, among other property, certain Intellectual Property Collateral, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement.
2. **Grant of Security.** The Pledgor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Pledgor in, to, and under the following (the "Trademark Collateral"):
 - (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (b) all rights of any kind whatsoever of the Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. **Recordation.** The Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender or its designee.
4. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security

Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

IOFINA CHEMICAL, INC.

By: Thomas M. Becker

Name: Thomas M. Becker
Title: President

FIRST FINANCIAL BANK

By: _____

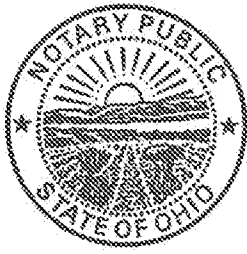
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio)
) ss
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15th day of September, 2020 personally appeared Tom Becker to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Iofina Chemical, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Tom Becker acknowledged said instrument to be the free act and deed of said corporation



MARK J. WEBER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

Mark J. Weber
Notary Public
My commission expires: MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

IOFINA CHEMICAL, INC.

By: _____

Name: Thomas M. Becker

Title: President

FIRST FINANCIAL BANK

By: _____

Name: *Randy Bunk*

Title: *Vice President*

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of September, 2020 personally appeared Thomas M. Becker to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Iofina Chemical, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Thomas M. Becker acknowledged said instrument to be the free act and deed of said corporation.

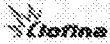
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Notary Public

My commission expires: MY COMMISSION EXPIRES:

SCHEDULE 1

TRADEMARKS

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>IOFINA</u>	77937758	February 17, 2010	4135944	May 1, 2012	Registered 8 & 15, January 25, 2018	Iofina Resources, Inc. (Colorado Corp.)
<u>IOFINA and Design</u> 	77937921	February 17, 2010	4053583	November 8, 2011	Registered 8 & 15, December 4, 2017	Iofina Natural Gas, Inc. (Colorado Corp.)
<u>IOFLO</u>	85634360	May 24, 2012	4902127	February 16, 2016	Registered, February 15, 2016	Iofina Resources, Inc. (Colorado Corp.)
<u>IOPRILL</u>	85634344	May 24, 2012	4902126	February 16, 2016	Registered, February 15, 2016	Iofina Resources, Inc. (Colorado Corp.)
<u>IOSORB</u>	85634373	May 24, 2012	4511401	April 8, 2014	Registered 8 & 15, May 4, 2020	Iofina Resources, Inc. (Colorado Corp.)
<u>TECHNOLOGY LEADERS IN IODINE</u>	77937810	February 17, 2010	4017291	August 23, 2011	Registered Supplemental Register 8 Accepted, September 11, 2017	Iofina Resources, Inc. (Colorado Corp.)
<u>WELLHEAD EXTRACTION TECHNOLOGY</u>	77937802	February 17, 2010	4014070	August 16, 2011	Registered Supplemental Register 8 Accepted, September 6, 2017	Iofina Resources, Inc. (Colorado Corp.)
<u>WET</u>	77395273	February 12, 2008	4263210	January 29, 2013	Registered 8 & 15, November 24, 2018	Iofina Resources, Inc. (Colorado Corp.)

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