

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMD ACQUISITION LLC		12/08/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UNITY NATIONAL BANK OF HOUSTON		
Street Address:	1661 Texas Parkway		
City:	Missouri city		
State/Country:	TEXAS		
Postal Code:	77489		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4544270	E	
Registration Number:	4649667	E ELECTROLYTIC PRODUCTS OF TRONOX LLC	
Registration Number:	4764906	E	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sdavar@grayreed.com		
Correspondent Name:	Shanna Davar		
Address Line 1:	1300 Post Oak Blvd.		
Address Line 2:	SUITE 2000		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Shanna Davar		
SIGNATURE:	/s/ Shanna Davar		
DATE SIGNED:	12/17/2020		
Total Attachments: 3			
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OP \$90.00 4544270

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 8th day of December, 2020, by EMD ACQUISITION, LLC, a Nevada limited liability company, having a place of business at 560 W Lake Mead Parkway, Henderson, Nevada 89015 ("Grantor"), in favor of UNITY NATIONAL BANK OF HOUSTON, a national banking association, having a place of business at 1661 Texas Parkway, Missouri City, Texas 77489 ("Lender").

WHEREAS, Grantor owns the Trademarks (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement dated as of December 8, 2020 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of that certain Security Agreement, Pledge and Collateral Assignment dated as of December 8, 2020, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

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

1. Grantor does hereby grant to Lender a first priority security interest in the following property, wherever arising or located (collectively, the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

EMD ACQUISITION LLC

By: _____
John Wachter
President

STATE OF NEVADA §
COUNTY OF CLARK §

This instrument was acknowledged before me on the 8th day of December, 2020, by John Wachter, President of EMD ACQUISITION LLC, a Nevada limited liability company, on behalf of said limited liability company.

DR Corley
Notary Public in and for New Jersey
The State of Nevada
Attorney At Law
Attorney ID no. 037271990

SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT-BORROWER-TRADEMARKS

TRADEMARK
REEL: 007137 FRAME: 0649

SCHEDULE A

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration No.	Registration Date
Switzerland	E	Grantor	58941/2012	636104	7/25/2012
EU	E	Grantor	011293321	011293321	10/25/2012
USA	E	Grantor	85751833	4544270	06/3/2014
USA	E Electrolytic Products of Tronox LLC	Grantor	85751913	4649667	12/2/2014
USA	E	Grantor	85751869	4764906	06/30/2015
China	E Electrolytic Products of Tronox LLC	Grantor	12585283	12585283	10/14/2014