

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERIOR GRAPHITE CO.		05/21/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88361123	FORMULADT	
Serial Number:	88796689		
Serial Number:	90352014	NXG	
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:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19612962		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	05/24/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

May 21, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SUPERIOR GRAPHITE CO., an Illinois corporation (the “**Grantor**”) with principal offices at 10 S. Riverside Plaza #1470, Chicago, Illinois 60606, hereby grants BMO HARRIS BANK N.A., a national banking association (the “**Bank**”) with principal offices at 111 West Monroe Street, Chicago, Illinois 60603, a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the “**IP Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “**Trademark**”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, divisions, continuations, renewals, extensions, or continuations in part of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b);

(e) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to any item described in clause (a) or (b), including, without limitation, damages and payments for past and future infringements thereto; and

(f) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under clause (a) hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made to secure the satisfactory performance and payment of all Obligations under the Credit Agreement, dated as of the date

hereof, between the Grantor and Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), and the other Loan Documents described therein. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Credit Agreement. Upon occurrence of the Termination Date (as defined in the Security Agreement referred to below), the security interest granted hereby shall automatically terminate and all rights to the IP Collateral shall revert to the Grantor. Upon any such termination, Bank shall, at the Grantor's request, execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the IP Collateral granted under this Agreement.

This security interest has been made in conjunction with the security interest granted to Bank under the Security Agreement among the Grantor, the Guarantors party thereto and Bank, dated as of the date hereof (the "**Security Agreement**"). The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS AND APPLICABLE FEDERAL LAW.

Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

SUPERIOR GRAPHITE CO.

By: *Ronald Powell*
Name: Ronald Powell Co
Title: Secretary

Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 007303 FRAME: 0759

SCHEDULE A

Matter ID	Mark	Class No.	Goods and Services	Serial No.	Filing Date	Country	Reg. No.	Reg. Date	Status
0626-0122	FORMULADT	1	graphite and other forms of carbon for use as additives to oil and gas drilling fluids	88/361,123	3/28/2019	US	6,035,188	4/14/2020	Registered
0626-0124	LIGHTNING BOLT LOGO	1, 4	Carbon, carbon additives and carbon-based additives, silicon carbide for industrial use and as a raw material in the manufacture of other goods, and graphite in raw or semifinished form for use in manufacture and graphite-based products in the nature of natural and synthetic graphite for industrial use and as a raw material in the manufacture of other goods in Class 1 Coke, calcined petroleum coke, petroleum coke, thermally-purified coke, and coke-based products in the nature of calcined and non-calcined coke for industrial use and as a raw material in the manufacture of other goods, in Class 4	88/796,689	2/13/2020	US	6,146,609	9/8/2020	Registered
0626-0125	NXG	1	carbon, carbon additives, carbon-based additives, graphite, and graphite-90/352,014 based products, in Class 1	90/352,014	12/1/2020	US			Pending