

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molycorp Minerals, LLC		04/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Molycorp, Inc.		
Street Address:	5619 DTC Parkway, Suite 1000		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2463513	LEADING MAGNET INNOVATION	
Registration Number:	1741009	MAGNEQUENCH	
Registration Number:	1720017	MAGNEQUENCH	
Registration Number:	1725261	MQ1	
Registration Number:	1709840	MQ2	
Registration Number:	1707644	MQP	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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:	248-594-0630		
Email:	tmdocketing@fishstewip.com		
Correspondent Name:	Michael D. Fishman		
Address Line 1:	800 Tower Drive, Suite 610		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	64520-0181		
NAME OF SUBMITTER:	Michelle L. Visser		
SIGNATURE:	/Michelle L. Visser/		

OP \$165.00 2463513

DATE SIGNED:

07/05/2021

Total Attachments: 28

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BILL OF SALE

This BILL OF SALE, dated as of April 22, 2016 (this "Bill of Sale"), is entered into by and between Molycorp Minerals, LLC, a Delaware limited liability company ("Transferor"), and Molycorp, Inc., a Delaware corporation ("Transferee"). Transferor and Transferee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, on April 8, 2016, the U.S. Bankruptcy Court, District of Delaware, issued an Order confirming the Plan Debtors' Fourth Amended Joint Plan of Reorganization, dated as of March 28, 2016 and modified on April 8, 2016 (the "Plan");

WHEREAS, the Plan contemplates the transfer of the Assets (as defined below) from Transferor to the Plan Debtors, one of the Plan Debtors' Non-Debtor Affiliates, the Reorganized Parent or an entity that will be directly or indirectly controlled by the Reorganized Parent, free and clear of any lien, claim, interest or pledge, and the Parties wish to implement such transfer; and

WHEREAS, the Parties desire to effectuate the transactions contemplated by this Bill of Sale.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Certain Definitions. All capitalized terms used herein will have the respective meanings given to such terms in the Plan, unless otherwise expressly stated or defined. As used herein, the following terms shall have the following definitions:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity.

2. Transfer of Assets. Effective as of April 22, 2016 (the "Transfer Date"), Transferor, in exchange for a reduction of \$6 million in the superpriority administrative claim of Transferee against Transferor arising under the terms of the DIP Order, hereby sells, transfers, assigns, conveys and delivers to Transferee all of Transferor's right, title and interest in, to and under the assets described on Schedule A hereto (the "Assets"), free and clear of any lien, claim, interest or pledge.

3. Assumption of Assumed Liabilities. Effective as of the Transfer Date, Transferor hereby irrevocably assigns all liabilities to the extent related to the Assets to Transferee, and Transferee hereby assumes and agrees to timely perform and discharge in accordance with their respective terms, all liabilities to the extent related to the Assets.

4. Further Assurances. From and after the Transfer Date, Transferor and Transferee shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Transferee and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Transferee under this Bill of Sale and to assure fully to Transferor and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Transferee under this Bill of Sale.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Bill of Sale shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. The Plan. Nothing contained in this Bill of Sale shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Plan, or any instrument or document delivered by the Parties pursuant to the Plan. This Bill of Sale is executed and delivered in connection with the Plan. In the event of any ambiguity, conflict or inconsistency between the terms of this Bill of Sale and the terms of the Plan, the terms of the Plan will govern and control. Neither this Bill of Sale nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties.

8. Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Bill of Sale.


9. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFEROR:


MOLYCORP MINERALS, LLC

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFeree:

MOLYCORP, INC.

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

[SIGNATURE PAGE TO BILL OF SALE]

TRADEMARK
REEL: 007346 FRAME: 0274

SCHEDULE A

ASSETS

All intellectual property owned by Transferor, including the "Molycorp" and "Magnequench" trade names, other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement).

STATUTORY DECLARATION

CANADA (IN MATTER OF TRADEMARK
PROVINCE OF ONTARIO (REGISTRATIONS OWNED BY NEO
(PERFORMANCE MATERIALS
((SINGAPORE) PTE. LTD.
(
(

TO WIT:

I, **GEOFFREY R. BEDFORD**, of the City of Toronto, in the Province of Ontario, **DO SOLEMNLY DECLARE THAT:**

1. I am the President and Chief Executive Officer of Neo Performance Materials Inc., a public company, incorporated under the laws of the Province of Ontario on September 12, 2017. Between December 2, 2013 to August 31, 2016, I was the President and Chief Executive Officer of Molycorp, Inc., a public company, incorporated under the laws of the State of Delaware ("Molycorp, Inc."), and as such, I have knowledge of the matters hereinafter deposed to.

2. Pursuant to a Bill of Sale dated as of April 22, 2016 (the "**First Bill of Sale**"), entered into by and between Molycorp Minerals, LLC, a Delaware limited liability company ("Molycorp Minerals, LLC"), as Transferor, and Molycorp, Inc., as Transferee, effective April 22, 2016, in exchange for certain consideration, Molycorp Minerals, LLC sold, transferred, assigned, conveyed and delivered to Molycorp, Inc. those assets set out in paragraph 2 of the First Bill of Sale and described on Schedule A thereto, namely, "All intellectual property owned by Transferor, including the "Molycorp" and "Magnequench" trade names, other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement)". Marked as Exhibit "A" to this Statutory Declaration is the First Bill of Sale.

3. Pursuant to a Bill of Sale dated as of April 22, 2016 (the "**Second Bill of Sale**"), entered into by and between Molycorp, Inc., as Transferor, and Neo Performance Materials (Singapore) Pte. Ltd., a private company limited by shares incorporated under the laws of Singapore ("Neo Performance Materials (Singapore) Pte. Ltd."), as Transferee, effective April 22, 2016, in exchange for certain consideration, Molycorp, Inc. sold, transferred, assigned, conveyed and delivered to Neo Performance Materials (Singapore) Pte. Ltd. those assets set out in paragraph 2

of the Second Bill of Sale and described on Schedule A thereto, namely, "All intellectual property owned by Transferor, including the "Molycorp" and "Magnequench" trade names, other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement)". Marked as Exhibit "B" to this Statutory Declaration is the Second Bill of Sale.

4. On April 22, 2016, Molycorp Minerals, LLC and Neo Performance Materials (Singapore) Pte. Ltd. were direct or indirect subsidiaries of Molycorp, Inc.

5. Schedule A to the First Bill of Sale is identical to Schedule A to the Second Bill of Sale and both intended to transfer the same assets.

6. Marked as Exhibit "C" to this Statutory Declaration is a chart of the trademark applications and registrations in existence on April 22, 2016, held by Molycorp Minerals, LLC. The trademarks comprising the intellectual property sold, transferred, assigned, conveyed and delivered by Molycorp Minerals, LLC to Molycorp, Inc., pursuant to the First Bill of Sale, and thereafter by Molycorp, Inc. to Neo Performance Materials (Singapore) Pte. Ltd. pursuant to the Second Bill of Sale, comprise at least those listed in Exhibit "C".

7. Pursuant to Schedule A of each of the First Bill of Sale and the Second Bill of Sale, the trademarks comprising a portion of the intellectual property of the respective transferor sold, transferred, assigned, conveyed and delivered thereunder were defined as part of all intellectual property of such transferor, "other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement." Pursuant to this exclusion, the only trademarks of each transferor that were not sold, transferred, assigned, conveyed and delivered, as effected by the First Bill of Sale and the Second Bill of Sale were the SorbX TM trademark, being U.S. Reg. No. 4,366,025, and the PhosFIX TM trademark, being U.S. Reg. No. 4,366,024. Marked as Exhibit "D" to this Statutory Declaration are copies of the trademark registry pages for these two registrations showing Secure Natural Resources LLC, a Delaware limited liability company, as the current owner of these registrations from Molycorp Minerals, LLC (through other entities), as of April 15, 2016.

8. In about 2016, Molycorp, Inc., together with certain of its affiliates, went through Chapter 11 Bankruptcy proceedings in the United States. As a result, intellectual property assets of

Molycorp, Inc., and such affiliates, were transferred by way of various documents pursuant to proceedings that were confirmed by the US Bankruptcy Court. These included the two Bills of Sale, being the First Bill of Sale and the Second Bill of Sale, and the documents discussed below. Due to my position with Molycorp, Inc., I am familiar with these bankruptcy proceedings and therefore with the matters discussed herein.

9. A document referred to in the Schedule A of each of the First Bill of Sale and the Second Bill of Sale is the 10% Noteholder Group Settlement. Marked as Exhibit "E" to this Statutory Declaration is the United States Bankruptcy Court District of Delaware (Case No. 15-11357(CSS)) NOTICE OF: (I) 10% NOTEHOLDER GROUP SETTLEMENT AMONG THE AD HOC 10% NOTEHOLDERS, THE DEBTORS, OAKTREE AND THE CREDITORS' COMMITTEE; AND (II) CERTAIN RELATED MATTERS REGARDING CONFIRMATION & SALE HEARING, with the 10% Noteholder Group Settlement dated March 25, 2016 as an attachment thereto. Such attachment is defined therein as the "10% Noteholder Group Settlement". It is noted that I signed this 10% Noteholder Group Settlement on behalf of Molycorp, Inc., as President and Chief Executive Officer.

10. Section 1(b)(ii) of the 10% Noteholder Group Settlement contains the definition of "Purchased Intellectual Property" and reads as follows:

"The Intellectual Property (as defined in the Credit Bid APA) and the associated goodwill of Sellers (A) related to the design, development, marketing and sale of rare earth-based products for the removal of contaminants from water including SorbX™ and PhosFIX™ trademarks, (B) related to the process patents set forth on Schedule 2.1(b)(iii), and (C) expressly set forth on Exhibit 2 (collectively, the "Purchased Intellectual Property");".

11. The Credit Bid APA is defined in Section 1 of the 10% Noteholder Group Settlement. The definitive form of the Credit Bid APA was an asset purchase agreement made among Molycorp Minerals, LLC and various other sellers described therein, all of which were affiliates of Molycorp, Inc., as the sellers and Secure Natural Resources LLC, a Delaware limited liability company, as the purchaser. "Intellectual Property" is defined in Section 1.1 of the Credit Bid APA as follows:

"Intellectual Property" means all worldwide intellectual property rights, including all (i) patents, patent applications, continuations, continuations-in-part, substitutions, renewals, extensions, re-examinations, re-filings, divisions, re-issues, and inventions, (ii) trademarks, service marks, trade names and trade dress, logos, insignias, designs, symbols, or other similar designations of source or origin and general intangible of like nature, which expressly includes the goodwill and any common law rights associated with or symbolized by any of the foregoing, (iii) domain names, (iv) registered and common law copyrights and works of authorships, including copyrights in computer Software, (v) confidential and/or non-public and proprietary information, including trade secrets, confidential business information, ideas, concepts, methods, processes, formulae, reports, data, research and development, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, and know-how ("Trade Secrets"), (vi) registrations and applications for registration and renewal of the foregoing, and (vii) any past, present or future Claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing."

12. The only trademarks assigned and transferred by Molycorp Minerals, LLC, as seller, to Secure Natural Resources LLC, as purchaser, under the Credit Bid APA are set out on Schedule 5.6(a) to the Credit Bid APA, namely the SorbX™ trademark, being U.S. Reg. No. 4,366,025, and the PhosFIX™ trademark, being U.S. Reg. No. 4,366,024. That is because the assignment and transfer in the Credit Bid APA excluded "Excluded Downstream Intellectual Property" and as such, such intellectual property was specifically excluded from the sale of assets to Secure Natural Resources LLC. "Excluded Downstream Intellectual Property" was defined in Section 1.1 of the Credit APA to mean "the Intellectual Property owned by Molycorp Minerals, LLC primarily used or held for use by the Debtors Downstream Businesses (as defined in the Bidding Procedures Order), including the Molycorp™, Magnequench™ and Neo™ trademarks." The "Debtors Downstream Businesses" as defined in the Bidding Procedures Order issued on January 14, 2016 by the United States Bankruptcy Court, District of Delaware, in Case No. 15-11357 (CSS), were the following three (3) business units, namely: (i) the magnetic materials and alloys business unit, (ii) the chemicals and oxides business unit; and (iii) the rare metals business unit.

13. Marked as Exhibit "F" to this Statutory Declaration is a copy of the Intellectual Property Assignment and Assumption Agreement dated as of April 15, 2016, by which the Purchased Intellectual Property is sold, transferred, assigned, conveyed and delivered to the Purchaser and which confirms the above. The Seller is Molycorp Minerals, LLC and the Purchaser is Secure Natural Resources LLC. Schedule 5.6(a) to this agreement (which is also Schedule 5.6(a) to the Credit Bid APA- see above in paragraph 7) lists the Purchased Intellectual Property and under the heading "1. Trademarks" lists only the SorbX™ trademark, being U.S. Reg. No. 4,366,025, and the PhosFIX™ trademark, being U.S Reg. No. 4,366,024.

14. Accordingly, and as I personally know, the trademarks comprised in the "Excluded Downstream Intellectual Property" were those set out on Exhibit "C" since they were used in respect of the Debtors Downstream Businesses. These trademarks set out on Exhibit "C" were sold, transferred, assigned, conveyed and delivered by Molycorp Minerals, LLC to Molycorp, Inc., pursuant to the First Bill of Sale, and thereafter by Molycorp, Inc. to Neo Performance Materials (Singapore) Pte. Ltd. pursuant to the Second Bill of Sale, and were owned by Neo Performance Materials (Singapore) Pte. Ltd. as of April 22, 2016.

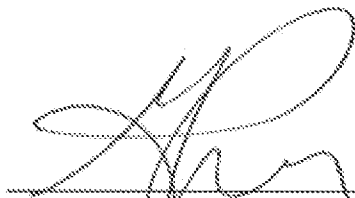
AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of Toronto, in the Province of Ontario, this 12th day of April, 2018.



NOTARY PUBLIC

Name: Irwin Greenblatt

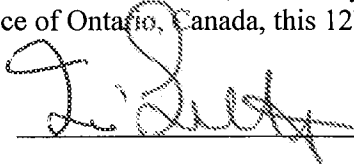


GEOFFREY R. BEDFORD

This is Exhibit "A" referred to in the Statutory
Declaration of

GEOFFREY R. BEDFORD

DECLARED before me, at the City of Toronto, in the
Province of Ontario, Canada, this 12th day of April, 2018



A Notary Public
Name: Irwin Greenblatt

BILL OF SALE

This BILL OF SALE, dated as of April 22, 2016 (this "Bill of Sale"), is entered into by and between Molycorp Minerals, LLC, a Delaware limited liability company ("Transferor"), and Molycorp, Inc., a Delaware corporation ("Transferee"). Transferor and Transferee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, on April 8, 2016, the U.S. Bankruptcy Court, District of Delaware, issued an Order confirming the Plan Debtors' Fourth Amended Joint Plan of Reorganization, dated as of March 28, 2016 and modified on April 8, 2016 (the "Plan");

WHEREAS, the Plan contemplates the transfer of the Assets (as defined below) from Transferor to the Plan Debtors, one of the Plan Debtors' Non-Debtor Affiliates, the Reorganized Parent or an entity that will be directly or indirectly controlled by the Reorganized Parent, free and clear of any lien, claim, interest or pledge, and the Parties wish to implement such transfer; and

WHEREAS, the Parties desire to effectuate the transactions contemplated by this Bill of Sale.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Certain Definitions. All capitalized terms used herein will have the respective meanings given to such terms in the Plan, unless otherwise expressly stated or defined. As used herein, the following terms shall have the following definitions:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity.

2. Transfer of Assets. Effective as of April 22, 2016 (the "Transfer Date"), Transferor, in exchange for a reduction of \$6 million in the superpriority administrative claim of Transferee against Transferor arising under the terms of the DIP Order, hereby sells, transfers, assigns, conveys and delivers to Transferee all of Transferor's right, title and interest in, to and under the assets described on Schedule A hereto (the "Assets"), free and clear of any lien, claim, interest or pledge.

3. Assumption of Assumed Liabilities. Effective as of the Transfer Date, Transferor hereby irrevocably assigns all liabilities to the extent related to the Assets to Transferee, and Transferee hereby assumes and agrees to timely perform and discharge in accordance with their respective terms, all liabilities to the extent related to the Assets.

4. Further Assurances. From and after the Transfer Date, Transferor and Transferee shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Transferee and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Transferee under this Bill of Sale and to assure fully to Transferor and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Transferee under this Bill of Sale.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Bill of Sale shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. The Plan. Nothing contained in this Bill of Sale shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Plan, or any instrument or document delivered by the Parties pursuant to the Plan. This Bill of Sale is executed and delivered in connection with the Plan. In the event of any ambiguity, conflict or inconsistency between the terms of this Bill of Sale and the terms of the Plan, the terms of the Plan will govern and control. Neither this Bill of Sale nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties.

8. Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Bill of Sale.

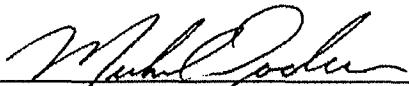
9. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFEROR:

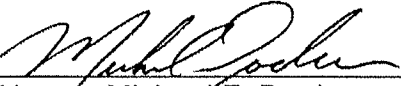
MOLYCORP MINERALS, LLC

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFeree:

MOLYCORP, INC.

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

[SIGNATURE PAGE TO BILL OF SALE]

TRADEMARK
REEL: 007346 FRAME: 0285

SCHEDULE A

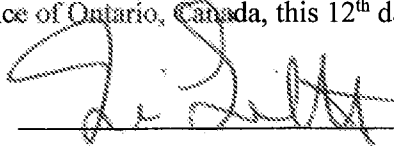
ASSETS

All intellectual property owned by Transferor, including the "Molycorp" and "Magnequench" trade names, other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement).

This is Exhibit "B" referred to in the Statutory
Declaration of

GEOFFREY R. BEDFORD

DECLARED before me, at the City of Toronto, in the
Province of Ontario, Canada, this 12th day of April, 2018



A Notary Public
Name: Irwin Greenblatt

BILL OF SALE

This BILL OF SALE, dated as of April 22, 2016 (this "Bill of Sale"), is entered into by and between Molycorp, Inc., a Delaware corporation ("Transferor"), and Neo Performance Materials (Singapore) Pte. Ltd., a private company limited by shares incorporated under the laws of Singapore ("Transferee"). Transferor and Transferee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, on April 8, 2016, the U.S. Bankruptcy Court, District of Delaware, issued an Order confirming the Plan Debtors' Fourth Amended Joint Plan of Reorganization, dated as of March 28, 2016 and modified on April 8, 2016 (the "Plan");

WHEREAS, the Plan contemplates the transfer of the Assets (as defined below) from Transferor to the Plan Debtors, one of the Plan Debtors' Non-Debtor Affiliates, the Reorganized Parent or an entity that will be directly or indirectly controlled by the Reorganized Parent, free and clear of any lien, claim, interest or pledge, and the Parties wish to implement such transfer; and

WHEREAS, the Parties desire to effectuate the transactions contemplated by this Bill of Sale.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Certain Definitions. All capitalized terms used herein will have the respective meanings given to such terms in the Plan, unless otherwise expressly stated or defined. As used herein, the following terms shall have the following definitions:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity.

2. Transfer of Assets. Effective as of April 22, 2016 (the "Transfer Date"), Transferor, in exchange for the issuance of an intercompany note issued by Transferee payable to Transferor, hereby sells, transfers, assigns, conveys and delivers to Transferee all of Transferor's right, title and interest in, to and under the assets described on Schedule A hereto (the "Assets"), free and clear of any lien, claim, interest or pledge.

3. Assumption of Assumed Liabilities. Effective as of the Transfer Date, Transferor hereby irrevocably assigns all liabilities to the extent related to the Assets to Transferee, and Transferee hereby assumes and agrees to timely perform and discharge in accordance with their respective terms, all liabilities to the extent related to the Assets.

4. Further Assurances. From and after the Transfer Date, Transferor and Transferee shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Transferee and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Transferee under this Bill of Sale and to assure fully to Transferor and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Transferee under this Bill of Sale.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Bill of Sale shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. The Plan. Nothing contained in this Bill of Sale shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Plan, or any instrument or document delivered by the Parties pursuant to the Plan. This Bill of Sale is executed and delivered in connection with the Plan. In the event of any ambiguity, conflict or inconsistency between the terms of this Bill of Sale and the terms of the Plan, the terms of the Plan will govern and control. Neither this Bill of Sale nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties.

8. Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be a substantive part of or to affect the meaning or interpretation of this Bill of Sale.

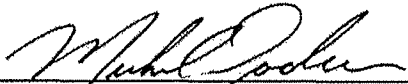
9. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFEROR:

MOLYCORP, INC.

By: 
Name: Michael F. Doolan
Title: Executive Vice President and CFO

[SIGNATURE PAGE TO BILL OF SALE]

TRADEMARK
REEL: 007346 FRAME: 0290

IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed by its respective officers thereunto duly authorized, as of the date first written above.

TRANSFeree:

NEO PERFORMANCE MATERIALS
(SINGAPORE) PTE. LTD.

By: _____


Name: Constantinos Karayannopoulos
Title: Director

[SIGNATURE PAGE TO BILL OF SALE]

TRADEMARK
REEL: 007346 FRAME: 0291

SCHEDULE A

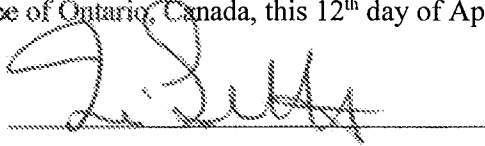
ASSETS

All intellectual property owned by Transferor, including the "Molycorp" and "Magnequench" trade names, other than the Purchased Intellectual Property (as defined in the 10% Noteholder Group Settlement).

This is Exhibit "C" referred to in the Statutory
Declaration of

GEOFFREY R. BEDFORD

DECLARED before me, at the City of Toronto, in the
Province of Ontario, Canada, this 12th day of April, 2018

A handwritten signature in cursive script, appearing to read "Irwin Greenblatt", is written over a horizontal line.

A Notary Public
Name: Irwin Greenblatt

GLOBAL TRADEMARK PORTFOLIO OF NEO PERFORMANCE MATERIALS (SINGAPORE) PTE. LTD.

TRADEMARK STATUS REPORT AS OF APRIL 22, 2016

Trademark	Country	Registration no. & Date	Status
LEADING MAGNET INNOVATION	Japan	4618042 Nov 1, 2002	Registered
	Korea	500157 Aug 27, 2001	Registered
	Taiwan	968961 Nov 16, 2001	Registered
	Taiwan	970036 Nov 16, 2001	Registered
	United States	2,463,513 June 26, 2001	Registered (cancelled in Class 9))
	Australia	466091 May 28, 1987	Registered
MAGNEQUENCH	Australia	466092 May 28, 1987	Registered
	Australia	466093 May 28, 1987	Registered
	Australia	466093 May 28, 1987	Registered

Trademark	Country	Registration no. & Date	Status
	Canada	TMA342762 July 15, 1988	Registered
	China	312704 April 30, 1988 (English version)	Registration
		Class 9	
	China	8350732 June 6, 2011 (Chinese version)	Registered
	Europe (EC)	002477826 Feb 10, 2003	Registered
	Japan	4546203 Feb 22, 2002	Registered
	Japan	2288666 Dec 26, 1990	Registered
	Malaysia	9805937 May 19, 2008	Registered
	Malaysia	9805938 July 30, 2001	Registered

	Taiwan	415198 Oct 1, 1988	Registered
	Thailand	Class 1 3685851 KOR98406 Sep 2, 1998	Registered
	United States	1741009 Dec 22, 1992	Registered
MAGNEQUENCH LEADING MAGNET INNOVATION	United States	1720017 Sep 29, 1992	Registered
	China	4205451 Nov 21, 2006	Registered
	China	4205452 Dec 27, 2007 Class 1	Registered
MOLYCORP	Canada	1,635,356 Jul 16, 2013	Examination
	United States	85/944,573 May 29, 2013	Abandoned
MQ1	United States	1,725,261 Oct 20, 1992	Registered
MQ2	United States	1,709,840 Aug 25, 1992	Registered

NEO PERFORMANCE MATERIALS	MQP	China	3026211 Nov 13, 2003	Registered
		Europe (EC)	002477834 Feb 11, 2003	Registered
	Japan	4637998 Jan 17, 2003	Registered	
	United States	1,707,644 Aug 18, 1992	Registered	
	Australia	1389241 Oct 18, 2010	Registered	
	Europe (EC)	009461575 Jan 19, 2011	Registered	
	Japan	5438861 Sep 16, 2011	Registered	
	South Korea	912777 Mar 29, 2012	Registered	
	Singapore	T1015918Z Dec 2, 2010	Registered	
	Australia	1389238 Oct 18, 2010	Registered	
NEO POWDERS	Europe (EC)	009460635 Jan 19, 2011	Registered	

	Japan	5438859 Sep 16, 2011	Registered
	South Korea	553752010	Abandoned
	Singapore	T1015915E Dec 2, 2010	Registered

TRADEMARK

REEL: 007346 FRAME: 0298

RECORDED: 07/05/2021