

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORIT AMERICAS, INC.	FORMERLY CABOT NORIT AMERICAS, INC.	03/01/2022	Corporation: GEORGIA
NORIT NEDERLAND B.V.	FORMERLY CABOT NORIT NEDERLAND B.V.	03/01/2022	Private Limited Company: NETHERLANDS
NORIT INTERNATIONAL B.V.		03/01/2022	Private Limited Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC, 500 1st Ave		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2057672	BENTONORIT	
Registration Number:	560856	DARCO	
Registration Number:	945032	GRO-SAFE	
Registration Number:	2853638	HYDRODARCO	
Registration Number:	140896	NORIT	
Registration Number:	435640	NORIT	
Registration Number:	2862547	NORIT AEROPURE	
Registration Number:	3034122	NORIT-LIQUIDPURE	
Registration Number:	2939726	PETRODARCO	
Registration Number:	2936324	PORTA-PAC	
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:	kareem.ansley@blankrome.com		

CH \$265.00 2057672

Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 074658-21134

NAME OF SUBMITTER: KAREEM ANSLEY

SIGNATURE: /KAREEM ANSLEY/

DATE SIGNED: 03/08/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) made as of this 1st day of March, 2022 by NORIT AMERICAS, INC. (formerly known as CABOT NORIT AMERICAS, INC.), a corporation incorporated under the laws of the State of Georgia, NORIT NEDERLAND B.V. (formerly known as CABOT NORIT NEDERLAND B.V.), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands and registered with the Dutch traderegister under number 31020246 and NORIT INTERNATIONAL B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), organized under the laws of The Netherlands and registered with the Dutch trade register under number 31014453 (each individually a “**Grantor**” and collectively, jointly and severally, the “**Grantors**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among NORIT US ACQCO, LLC (formerly known as OEP LSCAPE US ACQCO, LLC), a limited liability company organized under the laws of the State of Delaware, the other Credit Parties that are party thereto, the Lenders and other Persons from time to time party thereto and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Credit Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all of such Grantor’s now owned and hereafter acquired intellectual property constituting Collateral (except for Excluded Property) or other right to use any of the foregoing under applicable law, and all products and proceeds thereof, to secure the payment of the Obligations of the Credit Parties under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions of thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance to the Secured Parties of the Obligations, each Grantor hereby pledges and grants to Agent, for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in the following whether now owned or existing or hereafter created, acquired or arising:

a. each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule A annexed hereto (such trademarks and trademark applications, and the goodwill of the business connected with the use thereof, and symbolized thereby, the “**Trademarks**”; such copyrights and copyright applications, the “**Copyrights**”; and such patents and patent applications, the “**Patents**”); and

b. all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. The words “execution,” “signed,” “signature,” and words of like import in this Agreement, in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

4. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

5. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

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

NORIT AMERICAS, INC.

(formerly known as Cabot Norit Americas, Inc.)

By: _____



Name: Anie Onaiza

Title: Chief Financial Officer, Vice President and Treasurer

NORIT NEDERLAND B.V.

NORIT INTERNATIONAL B.V.

By: _____

Name: Ronald Pluut

Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

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

NORIT AMERICAS, INC.

(formerly known as Cabot Norit Americas, Inc.)

By: _____
Name: Anie Onaiza
Title: Chief Financial Officer, Vice President
and Treasurer

NORIT NEDERLAND B.V.


NORIT INTERNATIONAL B.V.

By: RH Pluut
Name: Ronald Pluut
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Jenna M. Shah
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007653 FRAME: 0959

SCHEDULE A

Trademarks:

<u>Mark</u>	<u>SerialNo.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
BENTONORIT	74416594	7/26/1993	2057672	4/29/1997	Norit International B.V. (f/k/a Norit International N.V.)
DARCO	71610404	2/23/1951	560856	7/1/1952	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
GRO-SAFE	72402045	9/7/1971	945032	10/17/1972	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
HYDRODARCO	78221452	3/4/2003	2853638	6/15/2004	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
NORIT	71119013	5/29/1919	140896	3/29/1921	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
NORIT	71505710	7/16/1946	435640	1/6/1948	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
NORIT AEROPURE	78190618	12/3/2002	2862547	7/13/2004	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
NORIT-LIQUIDPURE	78190628	12/3/2002	3034122	12/27/2005	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
PETRODARCO	78296080	9/4/2003	2939726	4/12/2005	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
PORTA-PAC	78383267	3/12/2004	2936324	3/29/2005	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)

Patents and Patent Applications:

<u>Title</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
Siloxane Removal from Gases Using Lignite-Enhanced Activated Carbons and Adsorbent Media Used Therefor	13/803084	3/14/2013	9023755	5/5/2015	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Mercury Removal from Flue Gas Streams Using Treated Sorbents	13/831053	3/14/2013	8551431	10/8/2013	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Production of Catalytically Active Activated Carbon	13/980617	9/13/2013	9174205	11/3/2015	Norit Americas, Inc. (f/k/a Cabot

					Norit Americas, Inc.)
Chemically Activated Carbon and Methods for Preparing Same	12/669225	5/28/2010	8759253	6/24/2014	Norit Nederland B.V.
Composite Adsorbent Material	12/598223	3/23/2010	8759250	6/24/2014	Norit Nederland B.V.
Fine Particle Size Activated Carbon	14/601817	1/21/2015	9908099	3/6/2018	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Sulfur Removal From Petroleum Fluids	15/565794	10/11/2017	10081768	9/25/2018	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Erodants as Conveyance Aids and Method of Mercury Removal	16/631297	1/15/2020			Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Anti-scaling Composition for Water Systems	16/210340	12/5/2018	11130691	9/28/2021	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)
Fine Particle Size Activated Carbon	15/894184	2/12/2018	10029235	7/24/2018	Norit Americas, Inc. (f/k/a Cabot Norit Americas, Inc.)

Copyrights: None.