

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Livent USA Corp.		09/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2766965	LECTRO	
Registration Number:	3456066	LIFETECH	
Registration Number:	3520617	LIMIT	
Registration Number:	5892363	LIVENT	
Registration Number:	6804517	LIOVIX	
Registration Number:	5892693	LL	
Registration Number:	5892694	LL	
Registration Number:	5892695	LL LIVENT	
Registration Number:	5881258	LL LIVENT	
Registration Number:	3610335	SLMP	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Alison Freudman		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		

CH \$265.00 2766965

ATTORNEY DOCKET NUMBER:	A.Freudman -35899.0596
NAME OF SUBMITTER:	Alison Freudman
SIGNATURE:	/Alison Freudman/
DATE SIGNED:	09/02/2022

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as of September 1, 2022, is made by Livent USA Corp., a Delaware corporation (the “Grantor”), and Citibank, N.A., in its capacity as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the financial institutions party thereto as Lenders and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to an Amended and Restated Pledge and Security Agreement, dated as of September 1, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (excluding any Excluded Trademark Application), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all extensions or renewals of any of the foregoing;
- (c) all goodwill symbolized by any of the foregoing;
- (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, misappropriation, dilution or other violation thereof; and
- (e) all right to sue for past, present, and future infringements, misappropriation, dilution or other violation of the foregoing, including all right to settle suits involving claims and demands for royalties owing.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Notice.

Section 6. Counterparts. This Notice may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Notice by telecopier shall be effective as delivery of a manually executed counterpart of this Notice. The words "execution," "executed," "signed," "signature," and words of like import in this Notice 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, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.


Section 7. Governing Law. THIS NOTICE, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY TO THIS NOTICE, THE EXECUTION OR PERFORMANCE OF THIS NOTICE OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIVENT USA CORP.
as Grantor

By: 

Name: Gilberto Antoniazzi
Title: Vice President and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

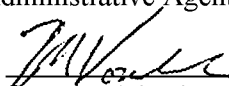
Very truly yours,

LIVENT USA CORP.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By:  _____
Name: Michael Vondriska
Title: Vice President

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Trademark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Applicant/Owner
LECTRO	United States of America	Feb-26-1996	75062523	Sep-23-2003	2766965	Livent USA Corp.
LIFETECH	United States of America	Apr-30-2004	76589780	Jul-01-2008	3456066	Livent USA Corp.
LIMIT	United States of America	May-21-2004	78422941	Oct-21-2008	3520617	Livent USA Corp.
LIVENT	United States of America	Jun-18-2018	88/004,050	Oct-22-2019	5892363	Livent USA Corp.
LIOVIX	United States of America	Nov-15-2019	88/694,531	Jul-26-2022	6804517	Livent USA Corp.
LL (and design)	United States of America	Aug-30-2018	88/099,402	Oct-22-2019	5892693	Livent USA Corp.
LL (and design) (color)	United States of America	Aug-30-2018	88/099,408	Oct-22-2019	5892694	Livent USA Corp.
LL LIVENT (and design)	United States of America	Aug-30-2018	88/099,414	Oct-22-2019	5892695	Livent USA Corp.
LL LIVENT (and design) (color)	United States of America	Aug-30-2018	88/099,418	Oct-8-2019	5881258	Livent USA Corp.
SLMP	United States of America	Mar-18-2005	78590402	Apr-21-2009	3610335	Livent USA Corp.

2. U.S. TRADEMARK APPLICATIONS

None.