

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Superior Graphite Co.		03/27/2023	Corporation: ILLINOIS
Superior Graphite Europe, LTD.		03/27/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FGI Worldwide LLC		
<b>Street Address:</b>	410 Park Avenue		
<b>Internal Address:</b>	Suite 920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73159816	DESULCO	
<b>Registration Number:</b>	1104610	TUBE-O-LUBE	
<b>Registration Number:</b>	2733410	FORMULA BT	
<b>Registration Number:</b>	3792613	SUPERIOR GRAPHITE	
<b>Registration Number:</b>	4906051	SINTER-PUR	
<b>Registration Number:</b>	5608490	FORMULAPT	
<b>Registration Number:</b>	6035188	FORMULADT	
<b>Registration Number:</b>	6146609		
<b>Registration Number:</b>	6477597	NXG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (150776-01035 F.M.)		
<b>Address Line 1:</b>	Blank Rome LLP		

OP \$240.00 73159816

<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	150776-01035
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/27/2023
<b>Total Attachments: 8</b> source=11. Intellectual Property Security Agreement#page1.tif source=11. Intellectual Property Security Agreement#page2.tif source=11. Intellectual Property Security Agreement#page3.tif source=11. Intellectual Property Security Agreement#page4.tif source=11. Intellectual Property Security Agreement#page5.tif source=11. Intellectual Property Security Agreement#page6.tif source=11. Intellectual Property Security Agreement#page7.tif source=11. Intellectual Property Security Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 27th day of March, 2023 by SUPERIOR GRAPHITE CO. ("Superior Graphite"), a corporation organized under the laws of the State of Illinois, SUPERIOR GRAPHITE EUROPE, LTD. ("Superior Europe"), a corporation organized under the laws of the State of Delaware (collectively, the "Grantors" and each individually is referred to as a "Grantor"), in favor of FGI WORLDWIDE LLC, as agent for Lenders ("Agent").

### W I T N E S S E T H

WHEREAS, Grantors, Agent and Lenders are parties to a certain Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors by Agent and Lenders;

WHEREAS, Grantors have granted to Agent a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors 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, Grantors agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions 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.

2. Grant of Security Interests. To secure the payment and performance of all indebtedness and obligations of Grantors to Agent and Lenders (including the Obligations), each Grantor hereby grants to Agent a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

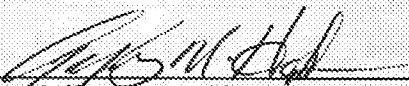
3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

4. Applicable Law. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK.


**[SIGNATURE PAGE FOLLOWS]**

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

**SUPERIOR GRAPHITE CO.**

By:   
Name: Jeffrey M. Hopkins  
Title: Executive Vice President - Finance & Chief Financial Officer

**SUPERIOR GRAPHITE EUROPE, LTD.**

By:   
Name: Jeffrey M. Hopkins  
Title: Executive Vice President - Finance & Chief Financial Officer

Agreed and accepted as of the date first written above.

**FGI WORLDWIDE LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

**SUPERIOR GRAPHITE CO.**

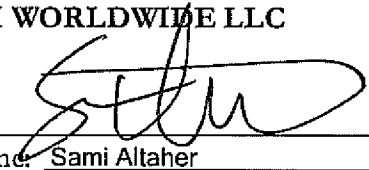
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUPERIOR GRAPHITE EUROPE, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted as of the date first written above.

**FGI WORLDWIDE LLC**

By:  \_\_\_\_\_  
Name: Sami Altaher  
Title: President

[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1

(i) Patents

Matter ID	Country	Title	Serial No.	Filing Date	Status	Patent No.	Grant Date
0626-0104	US	Cement Compositions Including Resilient Graphitic Carbon Fraction	13/763,276	2/8/2013	Issued	8,617,309	12/31/2013
0626-0105	US	Drilling Fluid Additive for Loss Circulation and Wellbore Strengthening	13/836,636	3/15/2013	Issued	8,999,898	4/7/2015
0626-0106	US	Compressible Carbonaceous Particulate Material And Method Of Making The Same	14/140,730	12/26/2013	Issued	9,458,703	10/4/2016

(ii) Trademarks

Matter ID	Mark	Goods and Services	Serial No.	Filing Date	Country	Reg. No.	Reg. Date	Application Status
0626-0023	DESULCO	LOW SULFUR GRAPHITE AND COKE PRODUCTS	73/159,816	2/24/1978	US	1,113,912	2/27/1979	Registered
0626-0024	TUBE-O-LUBE	DRY POWDERED GRAPHITE	73/158,173	2/9/1978	US	1,104,610	10/24/1978	Registered
0626-0035	FORMULA BT	Graphitic and other forms of carbon including dispersions and compounds for use in the manufacture of electrochemical systems such as primary and secondary batteries, fuel cells and super capacitors.	78/084,552	9/19/2001	US	2,733,410	7/1/2003	Registered
0626-0095	SUPERIOR GRAPHITE plus design	IC01: Carbon, carbon and carbon-based additives, silicon carbide, and graphite for general industrial use, for use in the manufacture of electrochemical systems such as primary and secondary batteries, fuel cells and super capacitors, ceramic parts, iron and steel, for use in the metal forming and extruding industry, and for use in the laser printing industry IC04: Coke, lubricants and oils for general industrial use and for use in the agricultural, automotive, metal forming, drilling and railroad industries; lubricating graphite.	77/825,040	9/11/2009	US	3,792,613	5/25/2010	Registered



Mark ID	Mark	Goods and Services	Serial No.	Filing Date	Country	Reg. No.	Reg Date	Application Status
0626-0112	SINTER-PUR	Free-flowing, granular and non-oxide ceramic powders for use as fine abrasive grits in manufacturing for high wear resistance and inertness to corrosive environments and high temperatures within metallurgical additions, refractories, high performance ceramics, mechanical seals, toners and special heat and wear resistant composite materials.	86/472,259	12/5/2014	US	4,906,051	2/23/2016	Registered
0626-0120	FORMULA PT	Graphite and carbon for industrial purposes, namely, dispersions and compounds for use in the manufacture of polymer composites.	87/710,507	12/6/2017	US	5,608,490	11/13/2018	Registered
0626-0122	FORMULADT	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	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

Mark ID	Mark	Goods and Services	Serial No.	Filing Date	Country	Reg. No.	Reg Date	Application Status
0626-0125	NXG	Carbon, carbon additives, carbon-based additives, graphite for industrial purposes, and graphite-based products, namely, graphite in raw or semi-finished form for use in manufacture, in Class 1	90/352,014	12/1/2020	US	6,477,597	9/7/2021	Registered