

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASBURY GRAPHITE OF NORTH CAROLINA, INC.		03/24/2023	Corporation: NORTH CAROLINA
ASBURY CARBONS, INC.		03/24/2023	Corporation: DELAWARE
PEC FRICTION FIGHTERS CORPORATION		03/24/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as agent		
Street Address:	340 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1137164	SLIP PLATE	
Registration Number:	1480318	SEED SLIK	
Registration Number:	2710106	SURECOAT	
Registration Number:	4540691	SLIPPERY WHEN DRY!	
Registration Number:	5107665	PEC FRICTION FIGHTERS	
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>			
Phone:	6142803550		
Email:	results-uccteam6@wolterskluwer.com		
Correspondent Name:	Lexus Wingo		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Timothy R. O'Brien		

OP \$140.00 1137164

SIGNATURE:	/Timothy R. O'Brien/
DATE SIGNED:	03/27/2023
Total Attachments: 8 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif source=IP trademark#page7.tif source=IP trademark#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented and/or otherwise modified from time to time, this “Agreement”) is made as of this 24th day of March, 2023 by each of the entities set forth on the signature pages hereto (collectively, the “Grantors” and each individually, a “Grantor”), in favor of PNC BANK, N.A., in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Security Agreement and Guaranty, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among ASBURY INTERMEDIATE, INC., a limited liability company organized under the laws of the State of Delaware (“Holdings”), ASBURY ACQUISITION, INC., a corporation organized under the laws of the State of Delaware (the “Borrowing Agent”), ASBURY CARBONS, INC., a corporation organized under the laws of the State of Delaware (“Carbons”), ASBURY SERVICES, INC., a corporation organized under the laws of the State of New Jersey (“Services”), THE ASBURY GRAPHITE MILLS, INC., a corporation organized under the laws of the State of New Jersey (“Mills”), CUMMINGS MOORE GRAPHITE COMPANY, a corporation organized under the laws of the State of Michigan (“Cummings”), ANTHRACITE INDUSTRIES, INC., a corporation organized under the laws of the Commonwealth of Pennsylvania (“Anthracite”), ASBURY GRAPHITE, INC. OF CALIFORNIA, a corporation organized under the laws of the State of California (“Asbury-CA”), ASBURY LOUISIANA, INC., a corporation organized under the laws of the State of Louisiana (“Asbury-LA”), PEC FRICTION FIGHTERS CORPORATION, a corporation organized under the laws of the State of Illinois (“PEC”), ASBURY GRAPHITE OF NORTH CAROLINA, INC., a corporation organized under the laws of the State of North Carolina (“Asbury-NC”), ASBURY GRAPHITE AND CARBONS, LLC, a limited liability company organized under the laws of the State of Delaware (“Asbury G&C”) and ASBURY GRAPHITE AND CARBONS HOLDINGS, LLC, a limited liability company organized under the laws of the State of Delaware (together with Holdings, the Borrowing Agent, Carbons, Services, Mills, Cummings, Anthracite, Asbury-CA, Asbury-LA, PEC, Asbury-NC and Asbury G&C, collectively, the “Loan Parties”), the financial institutions party thereto, as lenders (the “Lenders”) and PNC BANK, NATIONAL ASSOCIATION, as administrative agent and as collateral agent for the Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to the Borrowing Agent and the other Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for

its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications registered by the United States Copyright Office (collectively, "Copyrights"), including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications registered or applied for with the United States Patent and Trademark Office (collectively, "Patents"), including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works registered or applied for with the United States Patent and Trademark Office (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

Notwithstanding the foregoing, in no event shall the IP Collateral include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with, Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, such Grantor has not granted any Liens (other than any Permitted Encumbrances) on any of its IP Collateral to any other Person.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Concurrently with the delivery of each Compliance Certificate pursuant to Section 9.9 of the Credit Agreement, each Grantor shall give prompt notice in writing to Agent with respect to any new IP Collateral material to the Grantors. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to

modify this Agreement by amending Schedule 1 to include any new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement, and all matters relating hereto or thereto or arising therefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Borrowing Agent and the Administrative Agent. Electronic transmission (e.g., ".pdf" or ".tif") of an executed signature page to this Agreement shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Commitment Letter shall be deemed to include electronic signatures or electronic records, 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.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally blank]

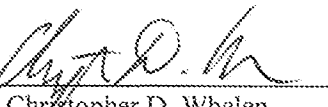
Each of the parties has signed this Agreement as of the day and year first above written.

INITIAL GRANTORS:

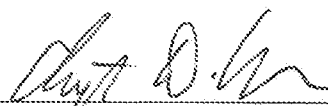
**ASBURY GRAPHITE OF NORTH CAROLINA,
INC.**

By: 
Name: Christopher D. Whalen
Title: Assistant Secretary

ASBURY CARBONS, INC.

By: 
Name: Christopher D. Whalen
Title: Assistant Secretary

PEC FRICTION FIGHTERS CORPORATION

By: 
Name: Christopher D. Whalen
Title: Assistant Secretary

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

Title	Patent No.	Application No.	Owner
Additive Coated Particles for Low Cost High Performance Materials	11,214,658	16/343,855	Asbury Graphite of North Carolina, Inc.
Composite Graphene Structures	9,951,436	14/353,760	Asbury Graphite of North Carolina, Inc.
Composite Graphene Structures	10,815,583	15/914,173	Asbury Graphite of North Carolina, Inc.
Composite Graphene Structures	11,466,380	16/859,767	Asbury Graphite of North Carolina, Inc.
Engineered Composite Structure Using Graphene Oxide	10,351,711	15/559,741	Asbury Graphite of North Carolina, Inc.
Graphene Entrainment in a Host	10,535,443	14/773,013	Asbury Graphite of North Carolina, Inc.
Graphene Entrainment in a Host	11,361,877	16/702,761	Asbury Graphite of North Carolina, Inc.
Graphite Oxide and Polyacrylonitrile Based Composite	11,482,348	15/580,475	Asbury Graphite of North Carolina, Inc.
Graphite Oxide Entrainment in Cement and Asphalt Composite	10,351,473	15/792,322	Asbury Graphite of North Carolina, Inc.
Graphite Oxide Entrainment in Cement and Asphalt Composite	9,828,290	15/503,171	Asbury Graphite of North Carolina, Inc.
Graphite Oxide Reinforced Fiber in Hosts Such as Concrete or Asphalt	10,981,791	15/564,637	Asbury Graphite of North Carolina, Inc.
Industrial Scale Processes Form a Covalent Bonded		17/275,398	Asbury Graphite of North Carolina, Inc.

[Intellectual Property Security Agreement]
Schedule 1 – Page 1

Title	Patent No.	Application No.	Owner
Monomer and Graphene Oxide Structures			
Low-Cost, High-Performance Composite Bipolar Plate	11,038,182	15/758,524	Asbury Graphite of North Carolina, Inc.
Low-Cost, High-Performance Composite Bipolar Plate		17/025,609	Asbury Graphite of North Carolina, Inc.
Plasma Torch Heating System and Method for the Manufacture of High Purity Carbon and Graphite Materials		63/355208	Asbury Carbons, Inc. and Innovative Minerals Processing LLC
Conductive High Strength Extrudable Ultra High Molecular Weight Polymer Graphene Oxide Composite		17/012,913 (abandoned)*	Asbury Graphite of North Carolina, Inc. and Braskem Research Center

* Grantors have filed a Petition to Revive this patent application.

III. Trademarks and Trademark Applications

Trademark	Registration No.	Registration Date	Record Owner
SLIP PLATE	1137164	June 24, 1980	Asbury Carbons, Inc.
SEED SLIK	1480318	March 15, 1988	Asbury Carbons, Inc.
SURECOAT	2710106	April 22, 2003	Asbury Carbons, Inc.
SLIPPERY WHEN DRY!	4540691	May 27, 2014	Asbury Carbons, Inc.
PEC FRICTION FIGHTERS	5107665	December 27, 2016	PEC Friction Fighters Corporation

IV. Trade Names

Company	Trade Name
Asbury Louisiana, Inc.	Southwestern Graphite
Asbury Graphite of North Carolina, Inc.	Garmor, Inc.

[Intellectual Property Security Agreement]
Schedule 1 – Page 2