

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opta (USA) Inc.		11/09/2023	Corporation: MICHIGAN
Opta Group LP		11/09/2023	Limited Partnership: DELAWARE
Quab Chemicals Inc.		11/09/2023	Corporation: DELAWARE
Affival Inc.		11/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	181 Bay Street, Suite 400		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2V8		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6196442	OPTA MINERALS	
Registration Number:	6196441	OPTA	
Registration Number:	6022859	OPTA MINERALS	
Registration Number:	6022858	OPTA	
Registration Number:	1479215	QUAB	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	eatkins@mwe.com, kdelcoure@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 N. Capitol Street, NW		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	087372-0022		

CH \$140.00 6196442

NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor B. Atkins/
DATE SIGNED:	11/22/2023
Total Attachments: 7 source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page1.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page2.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page3.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page4.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page5.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page6.tif source=US Intellectual Property Security Agreement - BofA_Opta (Executed)#page7.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of November 9, 2023 among Opta (USA) Inc., a Michigan corporation ("**Opta USA**"), Quab Chemicals Inc., a Delaware corporation ("**Quab**"), Opta Group LP, a Delaware limited partnership ("**Holdings LP**") and Affival Inc., a Delaware corporation ("**Affival**" and together with Opta USA, Quab and Holdings LP, collectively, the "**Grantor**") and Bank of America, N.A. (acting through its Canada branch), as agent (the "**Agent**").

WITNESSETH:

WHEREAS, the Grantor has entered into that certain US General Security Agreement in favor of the Agent dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in all of the Grantor's personal property, including, without limitation, the Collateral referred to in Section 1 below;

WHEREAS, capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable;

AND WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Agent a security interest in and to all of the Grantor's right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the "**Collateral**");

(a) all present and future right, title, and interest in and to: (a) any and all issued patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the United States or Canada, including, but not limited to, the patents and patent applications set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the "**Patents**");

(b) all present and future right, title, and interest in and to the following: (a) all federally registered trademarks (including service marks), trade names, trade dress, and trade styles and trademark applications (except for "intent-to-use" trademark applications) for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals 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 thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the United States or Canada, including, but not limited to, the trademark and service mark registrations and applications set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the "**Trademarks**"); and

(c) right, title, and interest in and to the following: (a) all federally registered copyrights and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the United States or Canada, including, without limitation, the registrations and applications set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the "Copyrights").

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Secured Obligations under the Loan and Security Agreement (as such terms are defined in the Security Agreement).

3. Recordation. The Grantor authorizes that this Agreement be recorded at the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

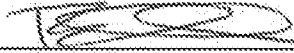
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

6. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original, and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means (including pdf. attached to an email) of an executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

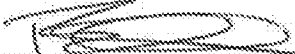
[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

OPTA (USA) INC.

Per: 
Name: Robert McKeracher
Title: Chief Financial Officer and Secretary

QUAB CHEMICALS INC.

Per: 
Name: Robert McKeracher
Title: Chief Financial Officer and Secretary

OPTA GROUP LP, by its general partner OPTA GP LLC

Per: _____
Name: John Dietrich
Title: President

AFFIVAL INC.

Per: _____
Name: John Dietrich
Title: President and Chief Executive Officer

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

OPTA (USA) INC.

Per: _____

Name: Robert McKeracher

Title: Chief Financial Officer and Secretary

QUAB CHEMICALS INC.

Per: _____

Name: Robert McKeracher

Title: Chief Financial Officer and Secretary

OPTA GROUP LP, by its general partner OPTA GP LLC

Per: _____

Name: John Dietrich

Title: President

AFFIVAL INC.

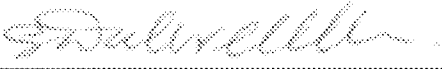
Per: _____

Name: John Dietrich

Title: President and Chief Executive Officer

Acknowledged and agreed:

BANK OF AMERICA, N.A. (acting through its Canada branch), as Agent

Per: 

Name:
Title: SYLWIA DURKIEWICZ
VICE PRESIDENT

SCHEDULE A

A. Trademarks

I. Canada

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Quab Chemicals, Incorporated c/o Opta (USA) Inc.	QUAB	0673622	TMA412526
Opta Group LP	OptaMax	2215632	International Registration No. 1689903
Opta Group LP	OPTA	1981836	
Opta Group LP	OPTA MINERALS	1981837	

II. United States

<u>Current Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Opta Group LP	OPTA MINERALS	88588411	6196442
Opta Group LP	OPTA	88588408	6196441
Opta Group LP	OPTA MINERALS	88588403	6022859
Opta Group LP	OPTA	88588401	6022858
Quab Chemicals Inc.	QUAB <i>(TYPED DRAWING)</i>	73637947	1479215

B. Patents

I. Canada

<u>Current Owner</u>	<u>Title</u>	<u>Patent No.</u>
Opta (USA) Inc.	ROTATIONAL LANCE DRIVE AND ROTATIONAL LANCE INJECTION METHOD	2911839

II. United States

<u>Current Owner</u>	<u>Title</u>	<u>Patent No.</u>
Affival Inc.	Guide tube end-piece, assembly and method	7829010
Opta (USA) Inc.	ROTATIONAL LANCE DRIVE AND ROTATIONAL LANCE	9259780
Opta (USA) Inc.	DUAL OUTLET INJECTION SYSTEM	8623270
Opta (USA) Inc.	Skimmer apparatus and method	7939012
Opta (USA) Inc.	Wire injector apparatus	7584876
Opta (USA) Inc.	DESULFURIZATION PUCK	8771399
Opta (USA) Inc.	Scrap bale for steel making process	7731778

C. Copyrights

Nil.