

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Alloys Global Solutions - Americas, LLC		12/08/2023	Limited Liability Company: DELAWARE
Biourja Energy Alloys, LLC		12/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	200 Public Square CM64		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5057303	ENERGY ALLOYS	
Registration Number:	4382684	HAMILTON METALS	
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:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	824781.00004		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	12/18/2023		
Total Attachments: 4			
source=824781.00004 Trademark_Security_Agreement_-_Global_Solutions(233920414.2).docx#page1.tif			

OP \$65.00 5057303

source=824781.00004 Trademark_Security_Agreement_-_Global_Solutions(233920414.2).docx#page2.tif
source=824781.00004 Trademark_Security_Agreement_-_Global_Solutions(233920414.2).docx#page3.tif
source=824781.00004 Trademark_Security_Agreement_-_Global_Solutions(233920414.2).docx#page4.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of December 8, 2023, is made by and between Energy Alloys Global Solutions – Americas, LLC, a Delaware limited liability company (“**EAGSA**”) and Biourja Energy Alloys, LLC, a Delaware limited liability company (“**BioUrja**”) (hereinafter EAGSA and BioUrja are sometimes collectively referred to as the “**Grantors**” or individually referred to as a “**Grantor**”) in favor of The Huntington National Bank (the “**Secured Party**”).

EAGSA and Secured Party have entered into a Credit and Security Agreement dated as of December 8, 2023 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantors have granted to Secured Party a security interest in, among other property, certain intellectual property of Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantors and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantors hereby grant to Secured Party a security interest in and to all of the right, title and interest of Grantors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantors authorize the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Ohio.

[signature page to follow]

COPY VIEW

Grantors and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

**ENERGY ALLOYS GLOBAL SOLUTIONS
– AMERICAS, LLC**

DocuSigned by:
Name: Nikhil Shah
Title: Nikhil Shah
Name: CEO

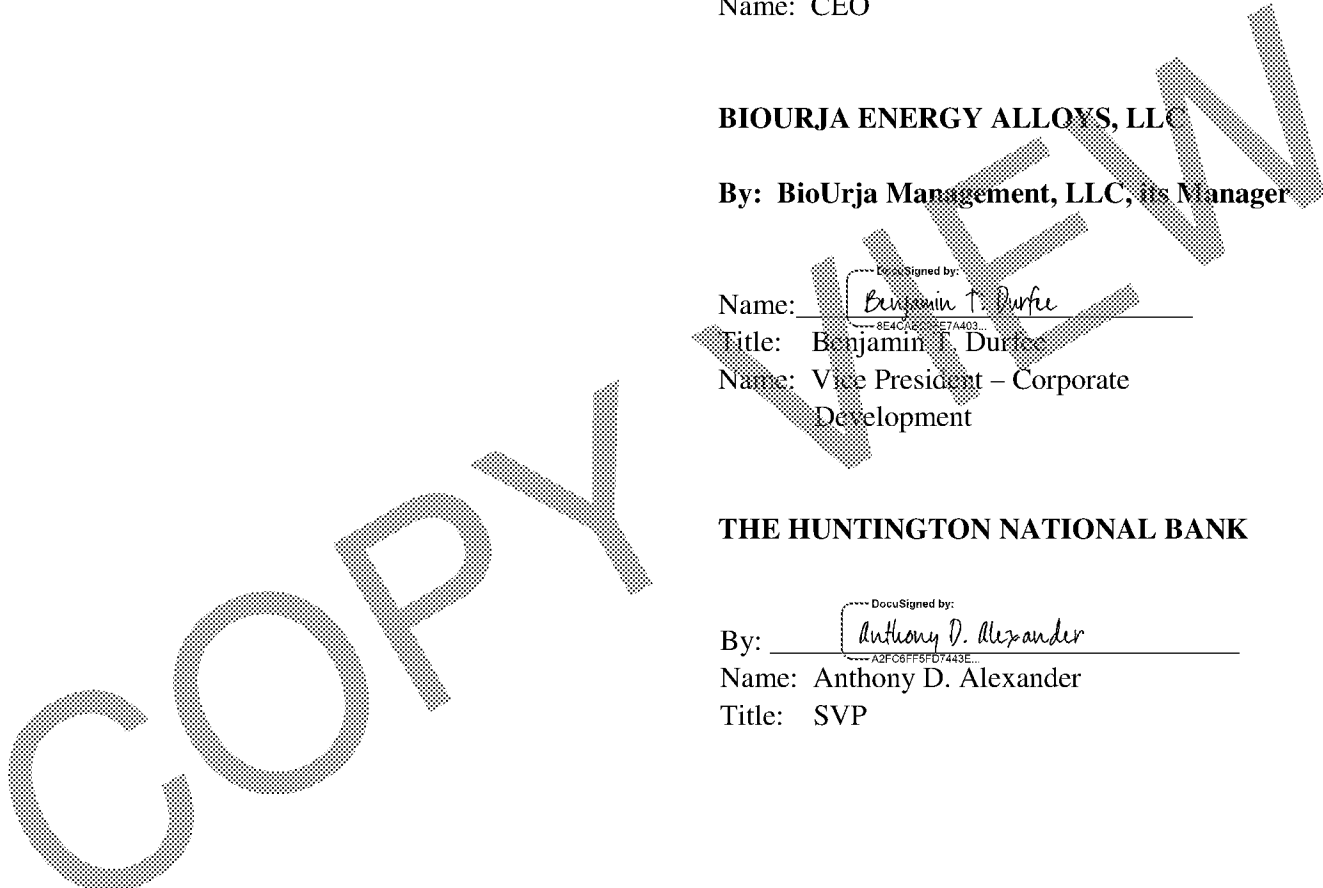
BIOURJA ENERGY ALLOYS, LLC

By: BioUrja Management, LLC, its Manager

DocuSigned by:
Name: Benjamin T. Durfee
Title: Benjamin T. Durfee
Name: Vice President – Corporate
Development

THE HUNTINGTON NATIONAL BANK

DocuSigned by:
By: Anthony D. Alexander
Name: Anthony D. Alexander
Title: SVP



SCHEDULE 1**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

Trademark	Registration No. / Application No.	Issue Date / Application Date	Owner
ENERGY ALLOYS	FEDTM 5057303	October 11, 2016	Biourja Energy Alloys, LLC
HAMILTON METALS	FEDTM 4382684	August 13, 2013	Energy Alloys Global Solutions – Americas, LLC

COPY VIEW