

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICARB, INC.		11/30/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CHEMICAL BANK, a Michigan banking corporation		
Street Address:	2301 W. Big Beaver Road.		
Internal Address:	Suite 525		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	Michigan banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4202367	AMERICARB	
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:	313-223-3461		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Daniel Burkhart, Dickinson Wright PLLC		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Daniel Burkhart		
SIGNATURE:	/Daniel Burkhart/		
DATE SIGNED:	12/05/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of November 30, 2018, is made by **AMERICARB, INC.**, an Ohio corporation (the "Grantor") in favor of **CHEMICAL BANK**, a Michigan banking corporation ("Secured Party").

Grantor has entered into a Credit and Security Agreement dated on or about the date of this IP Security Agreement (as amended or restated from time to time, the "Credit and Security Agreement"), with Americarb International Corporation and Secured Party.

Under the terms of the Credit and Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security. The Grantor hereby grants to Secured Party a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill 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;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

1.4 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 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

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, 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. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by Secured Party. Upon Secured Party's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Secured Party's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If the Grantor (i) becomes aware of any existing IP Collateral of which the Grantor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and the Grantor must give Secured Party prompt written notice thereof. The Grantor hereby authorizes Secured Party to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Secured Party's request, the Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Secured Party's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

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

5. Execution in Counterparts. This IP 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 IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICARB, INC.


By: 

L. Matthew Reineke, President

Address for Notices: Americarb, Inc.
6100 Niagara Falls Blvd.
Niagara Falls, NY 14304
Attention: Matthew Reineke
Telephone: (419) 281-5800
Email: mattr@americarb.com

AGREED TO AND ACCEPTED:

CHEMICAL BANK

By: 
Ben Pugliesi, Senior Vice President

Address for Notices: Chemical Bank
2301 W. Big Beaver Road,
Suite 525
Troy, MI 48084
Attention: Maggie Dunham
Telephone: (248) 269-5089
Facsimile: (248) 269-4926
Email: margaret.dunham@chemical
bank.com

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006494 FRAME: 0350

SCHEDULE 1 - PATENTS

None.

SCHEDULE 2 - TRADEMARKS

Owner	Application Date	Registration Date	Jurisdiction of Registration or Application	Trademark, Trade Name, or Service Mark Number
Americarb, Inc.	01-31-2012	09-04-2012	USA	AMERICARB - standard character mark

SCHEDULE 3 – COPYRIGHTS

None.