

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Essentium, Inc.		08/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	QSHGP, Inc.		
Street Address:	8801 South Yale Avenue		
Internal Address:	Suite 380		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74137		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97157783	ESSENTIUM	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214-953-6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Kathryn Hoo		
Address Line 1:	2001 Ross Ave		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201-2900		
ATTORNEY DOCKET NUMBER:	004157.0614		
NAME OF SUBMITTER:	Kathryn Hoo		
SIGNATURE:	/Kathryn Hoo/		
DATE SIGNED:	02/11/2022		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of February 8, 2022, is made by and between Essentium, Inc., a Delaware corporation (the “**Grantor**”) in favor of QSHGP, Inc., a Texas corporation (the “**Collateral Agent**”), as collateral agent for the purchasers under the Note Purchase Agreement referred to below.

WHEREAS, the Grantor has entered into a Note Purchase Agreement dated as of August 27, 2021 (the “**Note Purchase Agreement**”), with the Collateral Agent and the purchasers (the “**Purchasers**”) party thereto. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Note Purchase Agreement.

WHEREAS, the Grantor has granted to the Collateral Agent, for the benefit of the Purchasers, 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 the United States Patent and Trademark Office.

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

1. **Grant of Security.** The Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Purchasers a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof 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, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) 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;

(d) 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

(e) 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, 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 any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

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

4. 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 facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP 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 IP Security Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of New York.

[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.

ESSENTIUM, INC.

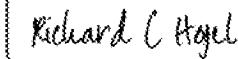
DocuSigned by:
Blake Teipel
By: _____
Name: Blake Teipel
Title: Chief Executive Officer

Address for Notices:
19025 N. Heatherwilde Blvd., Suite 100
Pflugerville, TX 78660

AGREED TO AND ACCEPTED:

QSHGP, INC., as Collateral Agent

DocuSigned by:

By: 
6475833CE081454

Name: Richard C. Hojel

Title: Chairman

Address for Notices:

8801 South Yale Ave., Suite 380

Tulsa, OK 74137

*Signature Page to
IP Security Agreement*

RECORDED: 02/11/2022

TRADEMARK
REEL: 007631 FRAME: 0524