## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mascoma Corporation		06/21/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	KJSB Merger Sub, Inc.
Street Address:	214 North Tryon Street, 47th Floor
Internal Address:	Attn: Kevin P. Stichter / K&L Gates LLP
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77969557	MASCOMA
Registration Number:	3713434	MASCOMA
Serial Number:	85375908	MASCOMA
Registration Number:	3709123	M MASCOMA
Serial Number:	85316486	MGT
Serial Number:	85574466	TRANSFERM

#### **CORRESPONDENCE DATA**

**Fax Number**: 6175231231

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 617.570.1292

Email: mrovner@goodwinprocter.com

Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP

Address Line 1: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

TRADEMARK

REEL: 004835 FRAME: 0345

OP \$165.00 77969557

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ATTORNEY DOCKET NUMBER:	122957-214350	
NAME OF SUBMITTER:	Miriam J. Rovner	
Signature:	/mjr/	
Date:	08/03/2012	
Total Attachments: 4 source=Mascoma Corp. Trademark Security Interest (2)#page1.tif source=Mascoma Corp. Trademark Security Interest (2)#page2.tif source=Mascoma Corp. Trademark Security Interest (2)#page3.tif source=Mascoma Corp. Trademark Security Interest (2)#page4.tif		

#### **GRANT OF SECURITY INTEREST**

## **TRADEMARKS**

This **GRANT OF SECURITY INTEREST - TRADEMARKS**, dated as of June 21, 2012, is executed by **MASCOMA CORPORATION**, a Delaware corporation ("*Debtor*") in favor of **KJSB MERGER SUB, INC.** ("*Secured Party*").

- A. Reference is made to a Subordinated Convertible Promissory Note Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among Debtor, the subsidiaries of Debtor party thereto, Secured Party and the lenders party thereto.
- B. Debtor owns the trademarks and service mark rights of the United States, more particularly described on <u>Schedule 1</u> annexed hereto as part hereof (collectively, the "*Trademarks*");
- C. <u>Schedule 1</u> hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Purchase Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, including without limitation with respect to termination of the security interest described below in Section D, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Purchase Agreement, of any addition or change which is necessary to be made to <u>Schedule 1</u> in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.
- D. Debtor hereby grant to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Purchase Agreement.

Secured Party's address is: c/o K&L Gates LLP

Attn: Kevin P. Stichter

**Hearst Tower** 

214 North Tryon Street, 47th Floor

Charlotte, NC 28202

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

MASCOMA CORPORATION

a Delaware corporation

Title: CEO

[Signature Page to Grant of Security Interest - Trademarks]

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# Schedule 1

<b>Party</b>	Description/Country	Registration/Application Date	Registration/Application No.
Mascoma Corp.	MASCOMA (Brazil) Class 040	9/9/2008	Reg. No. 828302375
Mascoma Corp.	MASCOMA (Canada)	4/18/2006	Appn. No. 1298108
Mascoma Corp.	MASCOMA (China) Class 040	10/7/2009	Reg. No. 5305299
Mascoma Corp.	MASCOMA (EC) Class 004, 040	6/27/2007	Reg. No. 005018841
Mascoma Corp.	MASCOMA (India) Class 040	11/1/2008	Reg. No. 1447390
Mascoma Corp.	MASCOMA (Japan) Class 040	11/24/2006	Reg. No. 5005823
Mascoma Corp.	MASCOMA (Mexico)	9/22/2006	Reg. No. 954163
Mascoma Corp.	Class 040 MASCOMA (South Africa) Class 040	10/24/2005	Reg. No. 2006/08503
Mascoma Corp.	MASCOMA (US) Class 004	3/26/2010	Appn No. 77/969557
Mascoma Corp.	MASCOMA (US) Class 040	11/17/2009	Reg. No. 3713434
Mascoma Corp.	MASCOMA and Design (US) Class 004	7/20/2011	Appn No. 85/375908
Mascoma Corp.	MASCOMA and Design (US)	11/10/2009	Reg. No. 3709123
Mascoma Corp.	Class 040 MGT (US) Class 030	5/9/2011	Appn No. 85/316486
Mascoma Corp.	MGT (Brazil) Class 030	11/4/2011	Appln. No. 904223442
Mascoma Corp.	MGT (Canada)	11/4/2011	Appln. No. 1550777
Mascoma Corp.	MGT (China)	11/9/2011	TBA

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<u>Party</u>	<b>Description/Country</b>	Registration/Application Date	Registration/Application No.
Mascoma Corp., Lallemand Specialties, Inc.	TRANSFERM (US) Class 030	3/20/2012	Appn No. 85/574466

**RECORDED: 08/03/2012**