

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
Sapphire Energy, Inc.		04/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Wellcome Trust Limited
Street Address:	215 Euston Road
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW1 2BE
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77667145	SAPPHIRE ENERGY
Serial Number:	77711469	SAPPHIRE ENERGY
Serial Number:	77711511	SAPPHIRE ENERGY
Serial Number:	85373983	PEACE LOVE ALGAE!
Serial Number:	85435662	SAPPHIRE TECHNOLOGY
Serial Number:	85436578	SAPPHIRE TECHNOLOGY
Serial Number:	85978775	PEACE LOVE ALGAE!
Serial Number:	78742757	RINCON
Serial Number:	78742649	
Serial Number:	85454433	SAPPHIRE ENERGY

CORRESPONDENCE DATA

Fax Number: 2129692900
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129693000
Email: trademark@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: 11 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 12288-013

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jenifer deWolf Paine

Signature: /Jenifer deWolf Paine/

Date: 04/05/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of April 5, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and The Wellcome Trust Limited as trustee of the Wellcome Trust, a company organized in the United Kingdom, in its capacity as collateral agent for the Purchasers (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Convertible Promissory Note and Warrant Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, in whole or in part, replaced or otherwise modified from time to time, the "Purchase Agreement"), by and among Sapphire Energy, Inc., a Delaware corporation (the "Borrower") and the Purchasers (as defined therein), the Purchasers are willing to purchase, among other things, convertible promissory notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase convertible promissory notes as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit each member of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License.

Notwithstanding anything herein to the contrary, "Trademark Collateral" does not include any of the items excluded from the definition of "Collateral" in the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interest granted to Collateral Agent, for the benefit of the Purchasers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. For purposes of this Trademark Security Agreement, "Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of Title 11 of the United States Code or under

any other state, federal or non-US bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SAPPHIRE ENERGY, INC.,
a Delaware corporation

By: Thomas Willardson
Thomas Willardson
Chief Financial Officer and Treasurer

APOLLO 314159, LLC,
a Delaware limited liability company

By: _____
David Buttaro
Chief Financial Officer

APOLLO 314159, LLC,
a Texas limited liability company

By: _____
David Buttaro
Chief Financial Officer

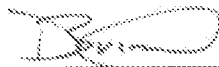
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GRANTORS:

SAPPHIRE ENERGY, INC.,
a Delaware corporation

By: _____
Thomas Willardson
Chief Financial Officer and Treasurer


APOLLO 314159, LLC,
a Delaware limited liability company

By:  _____
David Buttaro
Chief Financial Officer

APOLLO 314159, LLC,
a Texas limited liability company








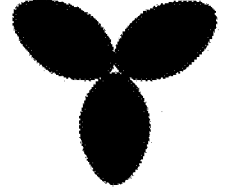

By:  _____
David Buttaro
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY: THE WELLCOME TRUST LIMITED AS TRUSTEE
OF THE WELLCOME TRUST, as Collateral Agent

By: 
Name: PETER PETERSON
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
SAPPHIRE ENERGY	EU	8472045 04-AUG-2009	8472045 08-MAR-2010
 Sapphire Energy	EU	8601379 08-OCT-2009	8601379 03-MAY-2010
 Sapphire Energy	EU	8601387 08-OCT-2009	8601387 03-MAY-2010
SAPPHIRE ENERGY	US	77/667,145 10-FEB-2009	
 Sapphire Energy	US	77/711,469 10-APR-2009	
 Sapphire Energy	US	77/711,511 10-APR-2009	
	US	85/373,983 18-JUL-2011	
 Sapphire Technology	US	85/435,662 29-SEP-2011	
SAPPHIRE TECHNOLOGY	US	85/436,578 30-SEP-2011	
	US	85/978,775 18-JUL-2011	
RINCON	US	78/742,757 28-OCT-2005	3,221,820 27-MAR-2007
	US	78/742649 28-OCT-2005	3,260,189 10-JUL-2007
 Sapphire Energy	US	85/454433 24-OCT-2011	4,289,895 12-FEB-2013

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.