

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KiOR, Inc.		10/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Khosla Ventures III, LP
Street Address:	2128 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18		
Property Type	Number	Word Mark
Registration Number:	4272544	KIOR
Registration Number:	4272545	KIOR
Registration Number:	4272546	KIOR
Registration Number:	4272547	KIOR
Registration Number:	4384771	KIOR
Registration Number:	4384772	KIOR
Serial Number:	85268281	BFCC
Serial Number:	85268294	BFCC
Serial Number:	85270861	GASOLINE++
Serial Number:	85270866	GASOLINE++
Serial Number:	85270879	GASOLINE++
Serial Number:	85270884	GASOLINE++
Serial Number:	85485650	KIOR
Serial Number:	85485654	KIOR

OP \$465.00 4272544

Serial Number:	85485663	KIOR REDEFINING OIL
Serial Number:	85485667	KIOR REDEFINING OIL
Serial Number:	85485697	BFCC
Serial Number:	85485705	BFCC

CORRESPONDENCE DATA

Fax Number: 6175265000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-526-6154
Email: huelinh.tran@wilmerhale.com
Correspondent Name: Barbara A. Barakat, Esq.
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2202064.00120
NAME OF SUBMITTER:	Barbara A. Barakat
Signature:	/barbara a. barakat/
Date:	10/24/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of October, 2013, by and between **KIOR, INC.**, a Delaware corporation ("Grantor"), and **KHOSLA VENTURES III, LP**, in its capacity as agent for the Purchasers (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Convertible Promissory Note Purchase Agreement dated October 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among Grantor, each Subsidiary of Grantor that is a party thereto or becomes a party thereto, the purchasers (each a "Purchaser" and collectively, the "Purchasers") set forth on the Schedule of Purchasers attached thereto as Exhibit A and Agent, the Purchasers are willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Agreement, Grantor is required to execute and deliver to 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit 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 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 of the foregoing, including any claim by 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 the 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 Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Grantor to 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 Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Transaction Document. 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in Cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other obligations that expressly survive repayment of the Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING CONFLICT OF LAWS PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.

9. CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL PROCEEDINGS ARISING IN OR UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT MAY BE BROUGHT IN THE FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK AND EACH PARTY HERETO GENERALLY AND UNCONDITIONALLY: (A) CONSENTS TO EXCLUSIVE PERSONAL JURISDICTION IN NEW YORK NEW YORK; (B) WAIVES ANY OBJECTION AS TO JURISDICTION OR VENUE IN THE SOUTHERN DISTRICT OF NEW YORK; (C) AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE IN THE AFORESAID COURTS; AND (D) IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT. NOTHING HEREIN SHALL LIMIT THE RIGHT OF EITHER PARTY TO BRING PROCEEDINGS IN THE COURTS OF ANY OTHER JURISDICTION.

10. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KIOR, INC.,
a Delaware corporation

By: 
Name: Fred Cannon
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

KHOSLA VENTURES III, LP
By: Khosla Ventures Associates III, LLC, a
Delaware limited liability company and
general partner of Khosla Ventures III, LP,

as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005138 FRAME: 0441

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KIOR, INC.,
a Delaware corporation

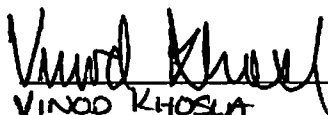
By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

KHOSLA VENTURES III, LP
By: Khosla Ventures Associates III, LLC, a
Delaware limited liability company and
general partner of Khosla Ventures III, LP,

as Agent

By: 
Name: **VINOD KHOSLA**
Title: **MEMBER**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
KIOR, INC	KIOR w/ Design	1/8/2013	4,272,544
KIOR, INC	KIOR w/ Design	1/8/2013	4,272,545
KIOR, INC	KIOR	1/8/2013	4,272,546
KIOR, INC	KIOR	1/8/2013	4,272,547
KIOR, INC	KIOR	8/13/2013	4,384,771
KIOR, INC	KIOR	8/13/2013	4,384,772

PENDING TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>
KIOR, INC	BFCC	Allowed	85/268,281
KIOR, INC	BFCC	Allowed	85/268,294
KIOR, INC	GASOLINE++	Allowed	85/270,861
KIOR, INC	GASOLINE++	Allowed	85/270,866
KIOR, INC	GASOLINE++ w/ Design	Allowed	85/270,879
KIOR, INC	GASOLINE++ w/ Design	Allowed	85/270,884
KIOR, INC	KIOR w/ Design	Allowed	85/485,650
KIOR, INC	KIOR w/ Design	Allowed	85/485,654
KIOR, INC	KIOR REDEFINING OIL w/Design	Allowed	85/485,663
KIOR, INC	KIOR REDEFINING OIL w/Design	Allowed	85/485,667
KIOR, INC	BFCC	Allowed	85/485,697
KIOR, INC	BFCC	Allowed	85/485,705