

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT CAPITAL LLC		10/22/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	AGILYX CORPORATION
Street Address:	9600 SW Nimbus Ave
Internal Address:	Suite 260
City:	Beaverton
State/Country:	OREGON
Postal Code:	97008
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77925005	AGILYX
Serial Number:	77982993	AGILYX
Serial Number:	85909238	ONE STEP CLOSER TO ZERO WASTE
Serial Number:	85909276	ASCO

CORRESPONDENCE DATA

Fax Number: 5032202480
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 503-220-3380
 Email: tm-pdx@stoel.com
 Correspondent Name: Stoel Rives LLP - Anne Glazer
 Address Line 1: 900 S.W. Fifth Avenue
 Address Line 2: Suite 2600
 Address Line 4: Portland, OREGON 97204

OP \$115.00 77925005

ATTORNEY DOCKET NUMBER:	32697/21
NAME OF SUBMITTER:	Lisa F. Walsh
Signature:	/Lisa F. Walsh/
Date:	10/23/2013

Total Attachments: 82

source=AGILYX Release of Security Intersest 2013_10_22#page1.tif
source=AGILYX Release of Security Intersest 2013_10_22#page2.tif
source=AGILYX Release of Security Intersest 2013_10_22#page3.tif
source=AGILYX Release of Security Intersest 2013_10_22#page4.tif
source=AGILYX Release of Security Intersest 2013_10_22#page5.tif
source=AGILYX Release of Security Intersest 2013_10_22#page6.tif
source=AGILYX Release of Security Intersest 2013_10_22#page7.tif
source=AGILYX Release of Security Intersest 2013_10_22#page8.tif
source=AGILYX Release of Security Intersest 2013_10_22#page9.tif
source=AGILYX Release of Security Intersest 2013_10_22#page10.tif
source=AGILYX Release of Security Intersest 2013_10_22#page11.tif
source=AGILYX Release of Security Intersest 2013_10_22#page12.tif
source=AGILYX Release of Security Intersest 2013_10_22#page13.tif
source=AGILYX Release of Security Intersest 2013_10_22#page14.tif
source=AGILYX Release of Security Intersest 2013_10_22#page15.tif
source=AGILYX Release of Security Intersest 2013_10_22#page16.tif
source=AGILYX Release of Security Intersest 2013_10_22#page17.tif
source=AGILYX Release of Security Intersest 2013_10_22#page18.tif
source=AGILYX Release of Security Intersest 2013_10_22#page19.tif
source=AGILYX Release of Security Intersest 2013_10_22#page20.tif
source=AGILYX Release of Security Intersest 2013_10_22#page21.tif
source=AGILYX Release of Security Intersest 2013_10_22#page22.tif
source=AGILYX Release of Security Intersest 2013_10_22#page23.tif
source=AGILYX Release of Security Intersest 2013_10_22#page24.tif
source=AGILYX Release of Security Intersest 2013_10_22#page25.tif
source=AGILYX Release of Security Intersest 2013_10_22#page26.tif
source=AGILYX Release of Security Intersest 2013_10_22#page27.tif
source=AGILYX Release of Security Intersest 2013_10_22#page28.tif
source=AGILYX Release of Security Intersest 2013_10_22#page29.tif
source=AGILYX Release of Security Intersest 2013_10_22#page30.tif
source=AGILYX Release of Security Intersest 2013_10_22#page31.tif
source=AGILYX Release of Security Intersest 2013_10_22#page32.tif
source=AGILYX Release of Security Intersest 2013_10_22#page33.tif
source=AGILYX Release of Security Intersest 2013_10_22#page34.tif
source=AGILYX Release of Security Intersest 2013_10_22#page35.tif
source=AGILYX Release of Security Intersest 2013_10_22#page36.tif
source=AGILYX Release of Security Intersest 2013_10_22#page37.tif
source=AGILYX Release of Security Intersest 2013_10_22#page38.tif
source=AGILYX Release of Security Intersest 2013_10_22#page39.tif
source=AGILYX Release of Security Intersest 2013_10_22#page40.tif
source=AGILYX Release of Security Intersest 2013_10_22#page41.tif
source=AGILYX Release of Security Intersest 2013_10_22#page42.tif
source=AGILYX Release of Security Intersest 2013_10_22#page43.tif
source=AGILYX Release of Security Intersest 2013_10_22#page44.tif
source=AGILYX Release of Security Intersest 2013_10_22#page45.tif

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of October 22, 2013 by TriplePoint Capital LLC ("Lender") in favor of Agilyx Corporation, a Washington corporation ("Company").

RECITAL

WHEREAS pursuant to a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011, as amended (the "Loan and Security Agreement") and a Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended (the "IP Security Agreement"), the Company granted to Lender a security interest in certain Intellectual Property (as that term is defined in the Loan and Security Agreement) and other collateral constituting intellectual property, including without limitation the copyrights, patents and trademarks described on Exhibit A and attached hereto (collectively, the "Intellectual Property Collateral"). The IP Security Agreement was recorded with the U.S. Patent and Trademark Office as set forth on Exhibit B.

WHEREAS Company has no outstanding obligations to Lender under the terms of either the Loan and Security Agreement or the IP Security Agreement, and Lender agrees to release its security interest in the Intellectual Property Collateral.


AGREEMENT

Now therefore, Lender hereby terminates and releases its security interest in the Intellectual Property Collateral and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property Collateral.

Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, at no expense to Lender.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: 

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(ATTACH IP SECURITY AGREEMENT)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 30, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company and AGILYX CORPORATION.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and AGILYX CORPORATION.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

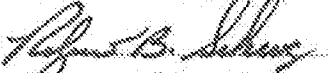
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: AGILYX CORPORATION
Signature: 
Print Name: Robert B. Schwarz
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
System for recycling plastics	Published on 20-Jul-2010	US Patent No. 7,758,729 B1

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Devices, systems, and methods for recycling plastic	March 31, 2010	12/751,911
Systems and methods for recycling plastic	June 8, 2010	61/352,793
System for recycling plastics	June 11, 2010	12/814,391
Systems and methods for recycling plastic	June 28, 2010	12/825,086
Systems and methods for recycling plastic	June 28, 2010	PCT/US10/00219

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
-------------	---------------------------------	----------------------	---------------

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77925005	Active -- Intent to use section

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Agilyx Corporation as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
---------------------	-------	-------------------	---------

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
-------	------------	---------

**FIRST AMENDMENT TO
PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT ("First Amendment") is made as of April 13, 2012, by and between AGILYX CORPORATION, a Washington corporation ("Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Lender").

RECITALS

A. Pursuant to that certain Growth Capital Loan and Security Agreement dated as of June 30, 2011, by and between Grantor and Lender (as the same may from time to time be further amended, restated, modified or supplemented, collectively, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. Grantor and Lender are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, Grantor granted to Lender a security interest in its intellectual property to secure its obligations to Lender under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantor and Lender are entering into this First Amendment in order to reaffirm and continue in effect the Liens granted by Grantor under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this First Amendment.

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

AGREEMENT

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.
2. Acknowledgment and Confirmation of Security Interest. Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Lender a continuing, first priority security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral.
3. Conditions to Effectiveness. This First Amendment shall become effective as of the date hereof when Lender has received executed counterparts of this First Amendment.
4. Representations and Warranties. Grantor hereby represents and warrants to Lender as follows: (a) the representations and warranties contained in the Loan Agreement were true and correct in all material respects when made and, after giving effect to this First Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this First Amendment, the IP Security Agreement (as amended hereby), the Loan Agreement and the other Loan Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.
5. Ratification. Except as specifically modified by this First Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon Grantor and Lender, and all provisions of the IP Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Lender under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

6. Miscellaneous.

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.


(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Lender under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantor"

AGILEYX CORPORATION

By: 
Name: Robert B. Schwarz
Title: Chief Financial Officer

"Lender"

TRIPLEPOINT CAPITAL LLC

By: _____
Name: _____
Title: _____

6. Miscellaneous

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Lender under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.


"Grantor"

AGILYX CORPORATION

By: _____
Name: _____
Title: _____

"Lender"

TRIPLEPOINT CAPITAL LLC

By: 
Name: Sajal Srivastava
Title: COO

APPENDIX A
SCHEDULE I
to
FIRST AMENDMENT TO
PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE A

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Devices, systems, and methods for recycling plastic	March 21, 2011	PCT/US11/29129
Systems and methods for recycling plastic	October 13, 2011	13/273,089
Devices, systems, and methods for recycling plastic	October 13, 2011	13/273,097

SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment.

Amend.IP.Agt

Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS

Patent Name	Status and Date Issued	Patent Number
Systems and methods for recycling plastics	May 29, 2012	8,188,325
Systems and methods for recycling plastic	June 5, 2012	8,193,403
Devices, systems, and methods for recycling plastic	June 5, 2012	8,192,586
Devices, systems, and methods for recycling plastic	June 5, 2012	8,192,587

THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Third Amendment to Plain English Intellectual Property Security Agreement dated as of May 6, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

Amend.IP.Agt

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.


No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: 
Print Name: Raymond Kagerlauer
Title: CEO

[SIGNATURE PAGE TO THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,120
SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,132
MEHODS AND SYSTEMS FOR CONDITIONING CRUDE OIL	4/6/2013	61/809,348

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77/982,993 (4,218,250)	Registered
ONE STEP CLOSER TO ZERO WASTE	April 19, 2013	85/909,238	Active -- Intent to use section
ASCO	April 19, 2013	85/909,276	Active -- Intent to use section

FOURTH AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Fourth Amendment to Plain English Intellectual Property Security Agreement dated as of July 31, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 and as amended by the Third Amendment to Plain English Intellectual Property Security Agreement dated as of May 6, 2013 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: *[Handwritten Signature]*
Print Name: Boyer Kure
Title: CFO

[SIGNATURE PAGE TO FOURTH AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS

Patent Name	Status and Date Issued	Patent Number
Method of thermally treating plastics material	Published on 20-Oct-1998	US Patent No 5,824,193

EXHIBIT B
[attach filings]



UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

JULY 08, 2011

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111



501587904

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/07/2011

REEL/FRAME: 026559/0398

NUMBER OF PAGES: 8

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 250121.1 (AGILYZ)

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 06/30/2011

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

026559/0398 PAGE 2

APPLICATION NUMBER: 12751911 FILING DATE: 03/31/2010
PATENT NUMBER: ISSUE DATE:
TITLE: DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

APPLICATION NUMBER: 61352793 FILING DATE: 06/08/2010
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

APPLICATION NUMBER: 12814391 FILING DATE: 06/11/2010
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM FOR RECYCLING PLASTICS

APPLICATION NUMBER: 12825086 FILING DATE: 06/28/2010
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

APPLICATION NUMBER: 11510489 FILING DATE: 08/24/2006
PATENT NUMBER: 7758729 ISSUE DATE: 07/20/2010
TITLE: SYSTEM FOR RECYCLING PLASTICS

APPLICATION NUMBER: FILING DATE: 06/28/2010
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US1040219
TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

SHARON LATIMER, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/07/2011
 501587904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGILYX CORPORATION	06/30/2011
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7758729
Application Number:	12751911
Application Number:	61352783
Application Number:	12814391
Application Number:	12825086
PCT Number:	US1040219
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYZ)

CH 3240.08 7758729

NAME OF SUBMITTER:

John D. Fredericks, Esq.

Total Attachments: 6

source=Agilyx IP Security Agreement 6 30 2011 (2)#page1.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page2.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page3.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page4.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page5.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page6.tif



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 30, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company and AGILYX CORPORATION.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and AGILYX CORPORATION.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

II. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: AGILYX CORPORATION
Signature: *Robert B. Schwarz*
Print Name: Robert B. Schwarz
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
System for recycling plastics	Published on 20-Jul-2010	US Patent No. 7,758,729 B1

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Devices, systems, and methods for recycling plastic	March 31, 2010	12/751,911
Systems and methods for recycling plastic	June 8, 2010	61/352,793
System for recycling plastics	June 11, 2010	12/814,391
Systems and methods for recycling plastic	June 28, 2010	12/825,086
Systems and methods for recycling plastic	June 28, 2010	PCT/US10/40219

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Aglyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
------	----------------------	---------------	--------

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77925005	Active -- Incent to use section

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Agilyx Corporation as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
---------------------	-------	-------------------	---------

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
-------	------------	---------



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 08, 2011

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111



900196456

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/07/2011

REEL/FRAME: 004577/0251
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST
DOCKET NUMBER: 250121.1 (AGILYX)

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 06/30/2011
CITIZENSHIP: WASHINGTON
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY
COMPANY

004577/0251 PAGE 2

SERIAL NUMBER: 77925005
REGISTRATION NUMBER:

FILING DATE: 02/01/2010
ISSUE DATE:

MARK: AGILYX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

MARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/07/2011
 900196456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGILYX CORPORATION		08/30/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77925005	AGILYX	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYX)		
NAME OF SUBMITTER:	John D. Fredericks, Esq.		
Signature:	/John D. Fredericks, Esq./		
Date:	07/07/2011		

07/07/2011 08:18:28 AM 77925005

Total Attachments: 6

source=Agilyx IP Security Agreement 6 30 2011 (2)#page1.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page2.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page3.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page4.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page5.tif

source=Agilyx IP Security Agreement 6 30 2011 (2)#page6.tif



TRIPLEPOINT
CAPITAL

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 30, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company and AGILYX CORPORATION.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and AGILYX CORPORATION.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

II. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above

You: AGILIX CORPORATION
Signature: *Robert B. Schwarz*
Print Name: Robert B. Schwarz
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
System for recycling plastics	Published on 20-Jul-2010	US Patent No. 7,758,729 B1

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Devices, systems, and methods for recycling plastic	March 31, 2010	12/751,911
Systems and methods for recycling plastic	June 8, 2010	61/352,793
System for recycling plastics	June 11, 2010	12/814,391
Systems and methods for recycling plastic	June 28, 2010	12/825,086
Systems and methods for recycling plastic	June 28, 2010	PCT/US10/40219

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
------	-------------------------	---------------	--------

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77925005	Active -- Intent to use section

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Agilyx Corporation as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
---------------------	-------	-------------------	---------

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
-------	------------	---------



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 25, 2012

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

501897455

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/23/2012

REEL/FRAME: 028093/0361
NUMBER OF PAGES: 5

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 (AGILYX)

ASSIGNOR:

AGILYX CORPORATION

DOC DATE: 04/13/2012

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 13273089

FILING DATE: 10/13/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

APPLICATION NUMBER: 13273097

FILING DATE: 10/13/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

APPLICATION NUMBER:

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

PCT NUMBER: US1139129

TITLE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGILYX CORPORATION	04/13/2012
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13273097
PCT Number:	US1129129
Application Number:	13273089
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
Phone:	(415) 591-1000
Email:	tsien@winston.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYX)
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.
Total Attachments: 4 source=Agilyx_First Amendment to IP Security Agreement_4 13 2012#page1.tif source=Agilyx_First Amendment to IP Security Agreement_4 13 2012#page2.tif source=Agilyx_First Amendment to IP Security Agreement_4 13 2012#page3.tif source=Agilyx_First Amendment to IP Security Agreement_4 13 2012#page4.tif	

CH \$120.00 13273097

**FIRST AMENDMENT TO
PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT ("First Amendment") is made as of April 13, 2012, by and between AGILYX CORPORATION, a Washington corporation ("Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Lender").

RECITALS

A. Pursuant to that certain Growth Capital Loan and Security Agreement dated as of June 30, 2011, by and between Grantor and Lender (as the same may from time to time be further amended, restated, modified or supplemented, collectively, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. Grantor and Lender are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, Grantor granted to Lender a security interest in its intellectual property to secure its obligations to Lender under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantor and Lender are entering into this First Amendment in order to reaffirm and continue in effect the Liens granted by Grantor under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this First Amendment.

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

AGREEMENT

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Lender a continuing, first priority security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This First Amendment shall become effective as of the date hereof when Lender has received executed counterparts of this First Amendment.

4. Representations and Warranties. Grantor hereby represents and warrants to Lender as follows: (a) the representations and warranties contained in the Loan Agreement were true and correct in all material respects when made and, after giving effect to this First Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this First Amendment, the IP Security Agreement (as amended hereby), the Loan Agreement and the other Loan Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this First Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon Grantor and Lender, and all provisions of the IP Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Lender under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

6. Miscellaneous.

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.


(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lender under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantor"

AGILYX CORPORATION

By: 
Name: Robert B. Schuler
Title: Chief Financial Officer

"Lender"

TRIPLEPOINT CAPITAL LLC

By: _____
Name: _____
Title: _____

6. Miscellaneous.

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Lender under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.


"Grantor"

AGILYX CORPORATION

By: _____
Name: _____
Title: _____

"Lender"

TRIPLEPOINT CAPITAL LLC

By: 
Name: Sojal Sovastava
Title: COO

APPENDIX A
SCHEDULE I
to
FIRST AMENDMENT TO
PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE A

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Devices, systems, and methods for recycling plastic	March 21, 2011	PCT/US11/29129
Systems and methods for recycling plastic	October 13, 2011	13/273,089
Devices, systems, and methods for recycling plastic	October 13, 2011	13/273,097



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 8, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

502185737

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/07/2013

REEL/FRAME: 029580/0242
NUMBER OF PAGES: 6

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 AGILYX

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 10/25/2012

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 12751911
PATENT NUMBER: 8192586
TITLE: DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

FILING DATE: 03/31/2010
ISSUE DATE: 06/05/2012

APPLICATION NUMBER: 12825066
PATENT NUMBER: 8193403
TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

FILING DATE: 06/28/2010
ISSUE DATE: 06/05/2012

APPLICATION NUMBER: 13273089
PATENT NUMBER: 8188325
TITLE: SYSTEMS AND METHODS FOR RECYCLING PLASTIC

FILING DATE: 10/13/2011
ISSUE DATE: 05/29/2012

APPLICATION NUMBER: 13273097

FILING DATE: 10/13/2011

PATENT NUMBER: 8192587

ISSUE DATE: 06/05/2012

TITLE: DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGILYX CORPORATION	10/25/2012
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8188325
Patent Number:	8193403
Patent Number:	8192586
Patent Number:	8192587
CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 AGILYX
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.

CH \$160.00 8188325

SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment.

Amend.IP.Agt

Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

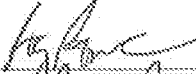
No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: 
Print Name: Maec Kue
Title: CEO

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS

Patent Name	Status and Date Issued	Patent Number
Systems and methods for recycling plastics	May 29, 2012	8,188,325
Systems and methods for recycling plastic	June 5, 2012	8,193,403
Devises, systems, and methods for recycling plastic	June 5, 2012	8,192,586
Devices, systems, and methods for recycling plastic	June 5, 2012	8,192,587



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 8, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

900254444

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/06/2013

REEL/FRAME: 5021/0436
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 250121.1 (AGILYX)

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 05/06/2013
CITIZENSHIP: WASHINGTON
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC

2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 77982993
REGISTRATION NUMBER: 4218250
MARK: AGILYX
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/01/2010
REGISTRATION DATE: 10/02/2012

SERIAL NUMBER: 85909238
REGISTRATION NUMBER:
MARK: ONE STEP CLOSER TO ZERO WASTE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/19/2013
REGISTRATION DATE:

SERIAL NUMBER: 85909276
REGISTRATION NUMBER:
MARK: ASCO
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/19/2013
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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
AGILYX CORPORATION		05/06/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77982993	AGILYX	
Serial Number:	85909238	ONE STEP CLOSER TO ZERO WASTE	
Serial Number:	85909276	ASCO	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYX)		
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.		

CH \$90.00 77982993

THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Third Amendment to Plain English Intellectual Property Security Agreement dated as of May 6, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

Amend.IP.Agt

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: [Handwritten Signature]
Print Name: Robert
Title: CEO

[SIGNATURE PAGE TO THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,120
SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,132
MEHODS AND SYSTEMS FOR CONDITIONING CRUDE OIL	4/6/2013	61/809,348

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77/982,993 (4,218,250)	Registered
ONE STEP CLOSER TO ZERO WASTE	April 19, 2013	85/909,238	Active -- Intent to use section
ASCO	April 19, 2013	85/909,276	Active -- Intent to use section



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 8, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

502336285

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/06/2013

REEL/FRAME: 030359/0236
NUMBER OF PAGES: 7

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 (AGILYX)

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 05/06/2013

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 13470120
PATENT NUMBER:
TITLE: DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

FILING DATE: 05/11/2012
ISSUE DATE:

APPLICATION NUMBER: 13470132
PATENT NUMBER:
TITLE: SYSTEMS, AND METHODS FOR RECYCLING PLASTIC

FILING DATE: 05/11/2012
ISSUE DATE:

APPLICATION NUMBER: 61809348
PATENT NUMBER:
TITLE: METHODS AND SYSTEMS FOR CONDITIONING CRUDE OIL

FILING DATE:
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGILYX CORPORATION	05/06/2013
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13470120
Application Number:	13470132
Application Number:	61809348
CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYX)
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.
Signature:	/JOHN D. FREDERICKS, ESQ./

CH \$120.00 13470120

THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Third Amendment to Plain English Intellectual Property Security Agreement dated as of May 6, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: 
Print Name: Kayla Kase
Title: CEO

[SIGNATURE PAGE TO THIRD AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
DEVICES, SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,120
SYSTEMS, AND METHODS FOR RECYCLING PLASTIC	5/11/2012	13/470,132
MEHODS AND SYSTEMS FOR CONDITIONING CRUDE OIL	4/6/2013	61/809,348

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
AGILYX	February 01, 2010	77/982,993 (4,218,250)	Registered
ONE STEP CLOSER TO ZERO WASTE	April 19, 2013	85/909,238	Active -- Intent to use section
ASCO	April 19, 2013	85/909,276	Active -- Intent to use section



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 19, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

502460292

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/15/2013

REEL/FRAME: 031030/0686
NUMBER OF PAGES: 5

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 (AGILYX)

ASSIGNOR:
AGILYX CORPORATION

DOC DATE: 07/31/2013

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 08826256
PATENT NUMBER: 5824193
TITLE: METHOD OF THERMALLY TREATING PLASTICS MATERIAL

FILING DATE: 03/27/1997
ISSUE DATE: 10/20/1998

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGILYX CORPORATION	07/31/2013
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5824193
CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 (AGILYX)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	08/15/2013
Total Attachments: 4 source=Agilyx_4th Amend IP Security Agt_Final_Executed (3)#page1.tif source=Agilyx_4th Amend IP Security Agt_Final_Executed (3)#page2.tif source=Agilyx_4th Amend IP Security Agt_Final_Executed (3)#page3.tif source=Agilyx_4th Amend IP Security Agt_Final_Executed (3)#page4.tif	

CH 5-10-00 5824193

FOURTH AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Fourth Amendment to Plain English Intellectual Property Security Agreement dated as of July 31, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and AGILYX CORPORATION, a Washington corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is AGILYX CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and AGILYX CORPORATION.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 30, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 30, 2011, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of April 13, 2012 as amended by the Second Amendment to Plain English Intellectual Property Security Agreement dated as of October 25, 2012 and as amended by the Third Amendment to Plain English Intellectual Property Security Agreement dated as of May 6, 2013 (together with further amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

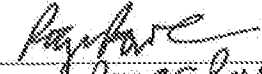
No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: AGILYX CORPORATION

Signature: 

Print Name: Roger Kutz

Title: CFO

[SIGNATURE PAGE TO FOURTH AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Agilyx Corporation, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS

Patent Name	Status and Date Issued	Patent Number
Method of thermally treating plastics material	Published on 20-Oct-1998	US Patent No 5,824,193