

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endicott Biofuels II, LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Enhanced Credit Supported Loan Fund, LP		
Street Address:	601 Lexington Avenue, 55th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85978185	ENDICOTT BIOFUELS	
Registration Number:	4019916	G2 CLEAR	
Registration Number:	4416745	ENDICOTT BIOFUELS	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-226-3404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pamela Payne Smith		
Address Line 1:	1901 Sixth Ave N, Suite 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pamela Payne Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	05/02/2014		
Total Attachments: 9			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 1, 2014, by **ENDICOTT BIOFUELS II, LLC**, a Delaware limited liability company (the "Debtor"), in favor of **ENHANCED CREDIT SUPPORTED LOAN FUND, LP**, a Delaware limited partnership, as Administrative Agent under the Purchase Agreement (as defined herein) ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Note Purchase Agreement of even date herewith among Debtor, Secured Party and the other Purchasers party thereto (as defined therein) (as the same may hereafter amended, supplemented and restated, the "Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase Agreement, subject to the terms and conditions contained therein, Administrative Agent and the Purchasers are to purchase promissory notes issued by Debtor in the aggregate principal amount of \$6,000,000.00 (as the same may hereafter be amended, supplemented and restated, the "Notes");

WHEREAS, it is a condition precedent to the Secured Party's and Purchasers' purchase of the Notes from Debtor under the Purchase Agreement that Debtor execute and deliver to the Secured Party, for the benefit of the Secured Party and the Purchasers, a security agreement in substantially the form hereof;

WHEREAS, Debtor desires to execute and deliver in favor of Secured Party this Agreement for the purposes and on the terms hereinafter stated, including to secure (a) the obligations of Debtor under the Transaction Documents and (b) all indebtedness, liabilities and obligations of Debtor arising under this Agreement ((a) and (b) shall collectively be referred to herein as the "Obligations");

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Debtor hereby agrees with Secured Party as follows:

1. To secure the payment and performance of the Obligations, Debtor hereby pledges, assigns and grants to Secured Party a continuing security interest in and Lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, owned, held or used by Debtor in whole or in part, and all other intellectual property of Debtor, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended or supplemented pursuant hereto from time to time), and (i) any

and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto and throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks"); provided, however, "Patents and Trademarks" shall not include any "intent to use" trademark applications for which a statement of use has not been filed.

(b) The goodwill of Debtor's business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Debtor represents and warrants that:

(a) As of the date hereof, each of the Patents and Trademarks material to the conduct of the Debtor's business is subsisting and has not been adjudged invalid or unenforceable;

(b) As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, no claim has been made that the use of any of the Patents and Trademarks material to the conduct of the Debtor's business does or may violate the rights of any third person; and

(c) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Debtor covenants and agrees that:

(a) Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks material to the conduct of the Debtor's business, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons;

(b) Debtor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other legal requirements for maintaining the validity and enforceability of the Patents and Trademarks; provided, however, this clause (b) will

not apply to any Patents and Trademarks which, in the Debtor's business judgment, if abandoned would not be likely to cause a Material Adverse Effect.

4. Debtor agrees that, until all of the Obligations have been satisfied in full, Debtor will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks material to the conduct of the Debtor's business that is materially inconsistent with Debtor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Debtor obtains the ownership rights to any new issued patents and/or registered trademarks, United States trademark application, or United States patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Debtor shall give Secured Party prompt notice thereof, not to exceed 90 days, in writing. Debtor agrees to enter into an amendment to this Agreement in order to amend Schedule A to include any future issued patents and/or registered trademarks and United States patent applications and/or United States trademark applications within the definition of Patents and Trademarks under paragraph 2 hereof.

6. Upon and at any time after the occurrence and continuance of an Event of Default, Secured Party shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

7. Debtor hereby makes, constitutes and appoints Secured Party (and any officer or agent of Secured Party as Secured Party may select) as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (i) endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Debtor hereby ratifies all such actions on the part of Secured Party acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Purchase Agreement has been terminated.

8. Debtor shall notify Secured Party in writing if it knows of infringements related to the Patents and Trademarks material to the conduct of the Debtor's business. Debtor shall have the duty to do any and all acts which are both commercially reasonable and necessary to preserve and maintain all rights in the Patents and Trademarks material to the conduct of the Debtor's business until the Obligations shall have been paid in full, except as would not be expected to have a Material Adverse Effect. Any expenses incurred in connection with the Patents and Trademarks applications or proceedings shall be borne by Debtor. Debtor shall not abandon any registered trademark or issued patent without the consent of Secured Party other than any Patents and Trademarks which, in the Debtor's business judgment, if abandoned would not be likely to cause a Material Adverse Effect.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, if an Event of Default has occurred and is continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party to aid such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred in the exercise of Secured Party's rights under this paragraph 9. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Party declines to institute such suit.

10. If Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable Law, if an Event of Default has occurred and is continuing, Secured Party may do so in Debtor's name or in Secured Party's name, and Debtor agrees to reimburse Secured Party in full for all reasonable out-of-pocket expenses incurred by Secured Party, including Attorneys' Fees, incurred by Secured Party in prosecuting, defending or maintaining the Patents and Trademarks or Secured Party's interest therein pursuant to this Agreement.

11. All of Secured Party's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **THIS AGREEMENT AND ALL OTHER TRANSACTION DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

14. Debtor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment pursuant to any such action or proceeding, and each such party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State, or to the extent permitted by law, in such Federal court. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that Secured Party may otherwise have to bring any action or proceeding against Debtor or its properties in the courts of any jurisdiction.

15. Debtor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection it may now or hereafter have to the laying of

venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

16. Debtor consent to the service of process in the manner provided for notice in Section 7.4 of the Purchase Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

17. DEBTOR HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN DEBTOR AND SECURED PARTY ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY IN CONNECTION WITH THIS AGREEMENT.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. This Assignment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

ENDICOTT BIOFUELS II, LLC; a Delaware limited liability company

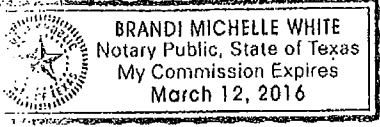
By: [Signature]
Name: David Robinson
Its: Chief Executive Officer

Address:
2 Northpoint Drive, Suite 950
Houston, TX 77060

State of Texas)
County of Harris) ss.

On the 1 day of May in the year 2014 before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Given under my hand this the 1 day of May, 2014.



[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-12-16

ACCEPTED BY:

**ENHANCED CREDIT SUPPORTED
LOAN FUND, LP**

By: Enhanced CSLF GP, LLC
Its: General Partner

Douglas A. Cruikshank

By: _____
Name: Douglas A. Cruikshank
Its: Manager

Address:

Attention: Rich Davis
601 Lexington Avenue, 55th Floor
New York, NY 10022

SCHEDULE A

ISSUED UNITED STATES PATENTS

Patent No.	Title of Invention	Issue Date
8105398	Production of ester-based fuels such as biodiesel from renewable starting materials	1/31/2012
8105399	Production of renewable diesel by pyrolysis and esterification	1/31/2012
8641787	Production of renewable diesel by pyrolysis and esterification	2/4/2014
8123822	Production of biodiesel fuels which are low in glycerin and sulfur	2/28/2012
8449629	Production of biodiesel fuels which are low in glycerin and sulfur	5/28/2013

UNITED STATES PATENT APPLICATIONS

Registration No.	Title of Invention	Filing Date
13/746556	System and method for optimization of bioproduct production processes	1/22/2013
12/182991	Vacuum distillation process	7/30/2008
13/860357	Production of biodiesel fuels which are low in glycerin and sulfur	4/10/13
13/450826	Production of fatty acid alkyl esters from various lipid feedstocks	4/19/2012
13/427613	Production of biodiesel fuels	3/22/2012

ISSUED INTERNATIONAL PATENTS

Patent No./Jurisdiction	Title of Invention	Issue Date
1141044 Hong Kong	Production of biodiesel fuels which are low in glycerin and sulfur	12/20/2013
2008224996 Australia	Production of biodiesel fuels which are low in glycerin and sulfur	3/29/2012
101641429 China/People's Republic	Production of biodiesel fuels which are low in glycerin and sulfur	7/17/2013
103540412 China/People's Republic	Production of biodiesel fuels which are low in glycerin and sulfur	1/29/2014
WO/2008/112881 Patent Cooperation Treaty	Production of biodiesel fuels which are low in glycerin and sulfur	9/18/2008
2134819 European Patent Convention	Production of biodiesel fuels which are low in glycerin and sulfur	12/23/2009

INTERNATIONAL PATENT APPLICATIONS

Registration No./ Jurisdiction	Title of Invention	Filing Date
2680174 Canada	Production of biodiesel fuels which are low in glycerin and sulfur	3/13/2008
5352/CHENP/2009 India	Production of biodiesel fuels which are low in glycerin and sulfur	3/13/2008
P10808893-4 Brazil	Production of biodiesel fuels which are low in glycerin and sulfur	3/13/2008
P120093625 Malaysia	Production of biodiesel fuels which are low in glycerin and sulfur	3/13/2008
W00200902545 Indonesia	Production of biodiesel fuels which are low in glycerin and sulfur	3/13/2008

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Registration Date
85/978185 (Application No.)	Endicott Biofuels	2/15/2012
4019916	G2Clear	8/30/2011
4416745	Endicott Biofuels	10/15/2013