

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VitAG Corporation		07/11/2014	CORPORATION: DELAWARE
VitAG Holdings LLC		07/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TCPC SBIC, LP		
Street Address:	2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3889056	VITAG	
Registration Number:	3866127	BENEFICIAL USEABLE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9163629066		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	916-362-9000		
Email:	mleonard@davisandleonard.com		
Correspondent Name:	Mark R. Leonard		
Address Line 1:	8880 Cal Center Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Sacramento, CALIFORNIA 95826		
ATTORNEY DOCKET NUMBER:	VITAG		
NAME OF SUBMITTER:	Mark R. Leonard		
SIGNATURE:	/Mark R. Leonard/		
DATE SIGNED:	07/11/2014		
Total Attachments: 12			

OP \$65.00 3889056

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 11, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of TCPC SBIC, LP, a Delaware limited partnership ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 11, 2014, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Lender and VitAG Holdings LLC, a Delaware limited liability company ("Borrower"), Lender has agreed to make Credit Extensions (collectively, "Loans") to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, VitAG Corporation, a Delaware corporation ("Subsidiary") has agreed, pursuant to a separate Joinder of even date herewith (a "Joinder Agreement") in favor of Lender, to be deemed a Co-Borrower under the Credit Agreement as provided in the Joinder Agreements and

WHEREAS, pursuant to the Credit Agreement and the Joinder Agreement, Borrower and Subsidiary are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make advances to Borrower thereunder, Borrower and Subsidiary, jointly and severally, hereby agrees with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto but expressly excluding licenses of Intellectual Property by the Grantors in favor of VitAG Florida and any other Project Subsidiary;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue

and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless Lender shall otherwise determine.

4. **Termination.** Upon the payment in full of the Obligations and termination of the Credit Agreement: (i) Lender shall at Grantors' expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement, (ii) at Grantors' expense, Lender shall immediately file with the appropriate authorities a release(s) with regard to Intellectual property to which a security interest(s) was filed, and (iii) any and all obligations of Grantor to Lender under this Agreement shall terminate.

5. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder. For the avoidance of doubt, Grantor has full and unfettered authority and discretion to perform the prosecution, defense, enforcement and any other necessary or desirable actions in connection with the Intellectual Property.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

7. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Borrowers and Lender each submit to the exclusive jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Lender. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrowers in accordance with, Section 10 of the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrowers' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

(b) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

(c) **Judicial Reference.** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

VIAG Holdings LLC, as Grantor

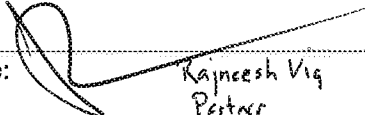
By: 
Name: Jeffrey C. Burnham
Title: President

VIAG Corporation, as Grantor

By: 
Name: Jeffrey C. Burnham
Title: President

[Signature Page to IP Security Agreement]

TCPC SBIC, LP, as Lender
By: Tennebaum Capital Partners, LLC
Its: Investment Manager

.....
Name:  Rajneesh Vig
Title: Partner

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005321 FRAME: 0497

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
Processes to Beneficiate Heat-Dried Biosolid Pellets	CA 2,670,866	9/15/2008	Canada	
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	AU 2006-292505	4/17/2008	Australia	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	AU 2008216035	9/16/2009	Australia	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	CA 2,678,548	8/16/2009	Canada	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	JP 2009-550175	8/16/2009	Japan	

Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	MX 295343	8/16/2009	Mexico	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	RU 2449953	8/16/2009	Russia	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	SG 15470	8/16/2009	Singapore	
Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	US 8,105,413	2/23/2006	United States	VitAG Corporation
Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	US 8,470,065	1/13/2012	United States	VitAG Corporation
Processes to Beneficiate Heat-Dried Biosolid Pellets	US 7,662,205	3/9/2006	United States	VitAG Corporation
Processes to Beneficiate Heat-Dried Biosolid Pellets	US 8,192,519	2/16/2010	United States	VitAG Corporation
Methods to Control the Chemical Self-Heating of Organic-Containing Materials	US 7,513,927	12/19/2003	United States	VitAG Corporation
Processes to Beneficiate Heat-Dried Biosolid Pellets	US 8,491,693	5/16/2012	United States	VitAG Corporation

Organic Containing Sludge to Fertilizer Alkaline Conversion Process	US 7,662,206	9/15/2006	United States	VitAG Corporation
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	US 7,947,105	2/16/2010	United States	VitAG Corporation
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	US 8,202,342	5/9/2011	United States	VitAG Corporation
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	US 8,597,394	5/16/2012	United States	VitAG Corporation
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	US 7,947,104	2/19/2009	United States	VitAG Corporation
Bioorganically-Augmented High-Value Fertilizer	US 8,557,013	12/30/2010	United States	VitAG Corporation

Patent Applications:

Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	2,622,881	3/17/2008	Canada	
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	06814769.3	4/17/2008	Europe	

Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	020090078061	8/16/2009	Brazil	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	200880011683.3	8/16/2009	China	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	08730174.3	9/16/2009	Europe	
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	5239/DELNP/2009	9/16/2009	India	
Bioorganically-Augmented High-Value Fertilizer	201080065001.4	6/30/2012	China	
Bioorganically-Augmented High-Value Fertilizer	10841721.3	7/30/2012	Europe	
Bioorganically-Augmented High-Value Fertilizer	6560/DELNP/2012	7/30/2012	India	
Bioorganically-Augmented High-Value Fertilizer	MX/a/2012/007755	6/29/2012	Mexico	

High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	2012236575	10/2013	Australia	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	1120130252430	9/27/2013	Brazil	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	TBA	3/6/2014	Canada	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	2013-2797	9/27/2013	Chile	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	201280025890.0	9/27/2013	China	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	13-230.342	9/27/2013	Colombia	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	EP12765512.4	10/2013	Europe	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	228622	9/29/2013	Israel	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	9053/DELNP/2013	10/21/2013	India	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	2014-502740	9/27/2013	Japan	
High Value Enhanced-Organic- Enhanced Inorganic Fertilizer	MX/a/2013/011195	9/27/2013	Mexico	

High Value Enhanced-Organic-Enhanced Inorganic Fertilizer	201320091	9/27/2013	Peru	
High Value Enhanced-Organic-Enhanced Inorganic Fertilizer	2013145625	10/14/2013	Russia	
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	14/084,663	11/20/2013	United States	VitAG Corporation
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	13/104,127	5/10/2011	United States	VitAG Corporation
Bioorganically-Augmented High-Value Fertilizer	14/049,421	10/09/2013	United States	VitAG Corporation
High Value Enhanced-Organic-Enhanced Inorganic Fertilizer	13/432,709	3/28/2012	United States	VitAG Corporation

Patent Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
Intellectual Property License Agreement dated July 1, 2014	VitAG Corp and VitAG Holdings, license to VitAG Florida LLC	Full repayment of the proceeds of the approximately \$65M bond offering by VitAG Florida LLC

Trademarks:

Trademark	Trademark Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder if other than Borrower
VITAG	3,889,056	2/24/2010	United States	VitAG Corporation
BENEFICIAL USEABLE TECHNOLOGY	3,866,127	2/24/2010	United States	VitAG Corporation

Trademark Applications: None.**Trademark Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
Trademark License Agreement dated July 1, 2014	VitAG Corp and VitAG Holdings, license to VitAG Florida LLC	Full repayment of the proceeds of the approximately \$65M bond offering by VitAG Florida LLC

Registered Copyrights: None.**Registered Copyright Applications:** None.**Copyright Licenses:** None.**Other Material Intellectual Property Licenses/Agreements:**

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
Letter Agreement regarding the Sale of Intellectual Property, dated as of August 19, 2013 as amended by the Amendment to Letter Agreement dated June 2, 2014	VitAG, LLC, the Borrower and VitAG Corporation/VitAG Investment Holdings LLC	N/A. The Letter Agreement will terminate automatically upon completion of the approximately \$65M bond offering, the proceeds of which will be lent to VitAG Florida LLC