

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325130

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Delta-Energy Group, LLC | | 12/03/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bridgestone Americas Tire Operations, LLC | | |
| Street Address: | 535 Marriott Drive | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37214 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3409596 | D-E BLACK | |
| Registration Number: | 3385945 | PHOENIX BLACK | |
| Registration Number: | 3583760 | ZEPHYR BLACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3303794064 | | |
| <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: | 330-379-3758 | | |
| Email: | foxshaun@bfusa.com | | |
| Correspondent Name: | Shaun J. Fox | | |
| Address Line 1: | 10 East Firestone Blvd. | | |
| Address Line 4: | Akron, OHIO 44317 | | |
| ATTORNEY DOCKET NUMBER: | A14063US1A | | |
| NAME OF SUBMITTER: | Shaun J. Fox | | |
| SIGNATURE: | /Shaun J. Fox/ | | |
| DATE SIGNED: | 12/04/2014 | | |
| Total Attachments: 3 | | | |
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| source=SecurityAgreementDeltaEnergy#page2.tif | | | |

CH \$90.00 3409596

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (“Agreement”) is dated as of December 3, 2014 by Delta-Energy Group, LLC, a Delaware limited liability company (“Grantor”), in favor of Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company (“Secured Party”).

WHEREAS, Secured Party has agreed to purchase certain securities of Grantor under the terms of that certain Bridgestone Contribution Agreement of even date herewith between Grantor and Secured Party (the “Contribution Agreement”);

WHEREAS, Secured Party is willing to purchase such securities under the Contribution Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

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

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

2. GRANT OF SECURITY INTEREST. To secure the payment and performance of Grantor’s obligations to Secured Party under the Contribution Agreement, Grantor hereby grants to Secured Party a continuing first priority security interest in, and lien upon, all of Grantor’s right, title and interest in, to and under the following (collectively, the “Patent and Trademark Collateral”):

- (a) all of its Patents, including the Patents set forth on Schedule 1 hereto;
- (b) all of its Trademarks, including the Trademarks referred to on Schedule 1 hereto, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Trademark; provided that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law.

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

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. APPLICABLE LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

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

Delta-Energy Group, LLC

By: *Paul J. Lee*
Name: *Paul J. Lee*
Title: *CEO*

ACCEPTED AND ACKNOWLEDGED BY:

Bridgestone Americas Tire Operations, LLC

By: *Steve W. Skilton*
Name: *Steve W. Skilton*
Title: *Sr. VP Technology Mktg*
& Procurement

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

| Patent Title | Serial # | Filed Date | Patent # | Issue Date | Expiration Date |
|---|-----------------|-------------------|-----------------|-------------------|------------------------|
| LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER | 09/925,391 | 8/9/2001 | 6,835,861 | 12/28/2004 | 8/10/2020 |
| LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER | 09/925,401 | 8/9/2001 | 6,833,485 | 12/21/2004 | 8/10/2020 |
| LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER | 11/016,296 | 12/17/2004 | 7,341,646 | 3/11/2008 | 12/12/2022 |
| METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED APPARATUS | 12/539,171 | 8/11/2009 | 8,512,643 | 8/20/2013 | 3/15/2028 |
| METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED METHOD | 11/715,162 | 3/7/2007 | 8,263,038 | 9/11/2012 | 4/10/2029 |
| METHOD OF MAKING METAL TEREPHTHALATE POLYMER | 12/082,523 | 4/11/2008 | 7825213 | 11/2/2010 | 3/29/2030 |

TRADEMARKS

| Trademark Name | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|-----------------------|-------------------------------------|--------------------------------------|----------------------------|-----------------------------|
| D-E Black | 76620983 | 3409596 | 11/18/2004 | 04/08/2008 |
| Phoenix Black | 77008335 | 3385945 | 09/26/2006 | 02/19/2008 |
| Zephyr Black | 77008322 | 3583760 | 09/27/2006 | 03/03/2009 |