

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zero Waste Energy, LLC		10/28/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EGGERSMANN ANLAGENBAU KOMPOFERM gMBH		
<b>Street Address:</b>	Max-Planck-Straße 15		
<b>City:</b>	Marienfeld		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	33428		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4339273	SMARTFERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	TRADEMARK@WTPLAW.COM		
<b>Correspondent Name:</b>	WHITEFORD, TAYLOR & PRESTON, LLP		
<b>Address Line 1:</b>	SEVEN SAINT PAUL STREET		
<b>Address Line 4:</b>	BALTIMORE, MARYLAND 21202-1626		
<b>ATTORNEY DOCKET NUMBER:</b>	007635.00130		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Whiteford, Taylor & Preston, LLP		
<b>Address Line 1:</b>	Seven Saint Paul Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202-1626		
<b>NAME OF SUBMITTER:</b>	Dana O. Lynch		
<b>SIGNATURE:</b>	/dol/		
<b>DATE SIGNED:</b>	12/16/2014		
<b>Total Attachments: 4</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 28 day of October, 2014, between Zero Waste Energy, LLC, a California limited liability company ("ZWE") and Eggersmann Anlagenbau Kompoferm GmbH, a German corporation registered in the commercial registry of the lower court (Amtsgericht) of Gütersloh under HRB 8646 (the "Secured Party").

WITNESSETH:

WHEREAS, ZWE and Secured Party are parties to a revised Patent and Know-How License and Technical Assistance Agreement, dated as of October 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"); and

WHEREAS, the parties intend that ZWE's obligation to pay the license fee and all costs and expenses associated with the enforcement of Secured Party's rights and remedies under the License Agreement and to transfer and assign the Trademarks in the event that the License Agreement is terminated shall be secured by the Trademarks, pursuant to the Security Agreement, dated as of October 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, ZWE are required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZWE 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 or, if not defined therein, in the License Agreement.

2. GRANT OF SECURITY INTEREST IN THE TRADEMARKS. ZWE hereby grants to the Secured Party a continuing first priority security interest in all of ZWE's right, title and interest in, to and under the registered Trademarks listed on Schedule I hereto and related goodwill to the extent required for a valid transfer of the Trademarks (the "Trademarks").

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by ZWE to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving ZWE. "Insolvency Proceeding" shall mean any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state, federal or non-US bankruptcy or

insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. ZWE hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. "Record" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

[Signature page follows.]

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

ZWE:

[ Zero Waste Energy LLC ]

By: \_\_\_\_\_

Name: Eric D. Heesbert

Title: CEO

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND ACKNOWLEDGED  
BY:

EGGERSMANN ANLAGENBAU  
KOMPOFORM GMBH

By: \_\_\_\_\_

Name: Eggersmann

Title: Bau-Ing.

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registration

Country	Mark	Registration No.	Reg. Date
USA	SMARTFERM	4339273	May 21, 2013
CANADA	SMARTFERM	847509	April 4, 2013
MEXICO	SMARTFERM	1290600	
DOMINICAN REPUBLIC	SMARTFERM	194429	