

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDENIQ, INC.		09/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK (as successor in interest to Bridge Bank, N.A.)		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86688189	CELLUNATOR	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1139		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	09/09/2016		
Total Attachments: 15			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of September 7, 2016 (the "Agreement") between WESTERN ALLIANCE BANK, successor in interest to BRIDGE BANK, NATIONAL ASSOCIATION, an Arizona corporation ("Bank") and EDENIQ, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Bank are parties to that certain Loan and Security Agreement dated as of February 20, 2015 as amended from time to time, including without limitation, that certain Waiver and First Loan and Security Modification Agreement dated as of June 30, 2015, and the certain Waiver and Second Loan and Security Modification Agreement dated as of September 1, 2016 (the "Second Amendment") (collectively, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank as security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

B. In connection with the Loan Agreement, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of February 20, 2015. Grantor and Bank wish to amend the Loan Agreement pursuant to that certain Second Amendment. Bank is willing to enter into the Second Amendment, but only upon the condition, among others, that Grantor enter into this Amended and Restated Intellectual Property Security Agreement and grant to Bank a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

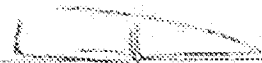
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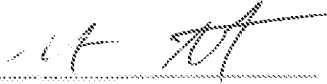


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
EDENIQ, INC.

BANK:
WESTERN ALLIANCE BANK

By: 

By: 

Name: Brad D. Thomas

Name: Nathan Howell

Title: President & CEO

Title: AUP

Address for Notices:
Attn: CEO and CFO
2505 North Shirk Road
Visalia, CA 93291
Fax: (559) 302-1778

Address for Notices:
Attn: Note Department
55 Almaden Boulevard
San Jose, California 95113
Fax: (408) 282-1681

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ✓

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TRADEMARK
REEL: 005873 FRAME: 0317

EXHIBIT B

TRADEMARKS

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Class/Description
CELLUNATOR	United States of America 091997-0949593	Pending	86688189 Jul 9, 2015		07 Machines for the fuel production industry, namely, machines for milling and mixing feedstocks for producing sugars.
CHANGING ENERGY	Brazil	Published	829998551		42
CHANGING ENERGY	091997-0761180		Nov 27, 2008		
CHANGING ENERGY	Canada 091997-0761181	Registered	1417894 Nov 12, 2008	TMA825940 Jun 8, 2012	09 Fermentation of corn to produce ethanol for others; development and production of bio-fuels and alternative fuels; consulting in the field of bio-fuels and alternative fuels.

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Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Class/Description
DESIGN (TREE & DNA STRAND) 	Brazil 091997- 0761174	Registered	830004157 Dec 5, 2008	830004157 May 20, 2014	42 Ethanol fermentation processes, development and production of bio-fuels and alternative fuels, consulting in the field of bio-fuels and alternative fuels.
DESIGN (TREE & DNA STRAND) 	China 091997- 0761176	Registered	7090649 Dec 2, 2008	7090649 Nov 7, 2010	42 Development of bi-fuels and alternative fuels (research in the field of energy-saving); research and development of bi-fuels and alternative fuels (research in the field of environmental protection); technical research consultation in the field of bio-fuels and alternative fuels (consultation in the field of energy-saving); technical research consultation in the field of bio-fuels and alternative fuels (consultation in the field of environmental protection).
EDENIQ	Brazil 091997- 0761184	Registered	829998560 Nov 27, 2008	829998560 Jul 22, 2014	42 Development of biofuels and alternative fuels and consultancy services in the field of biofuels and alternative fuels [research and development services].

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Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Class/Description
EDENIQ	Canada 091997- 0761185	Registered	1417893 Nov 12, 2008	IMA825939 Jun 8, 2012	Fermentation of corn to produce ethanol for others; development and production of bio-fuels and alternative fuels; consulting in the field of bio-fuels and alternative fuels.
	China 091997- 0761186	Registered	7090651 Dec 2, 2008	7090651 Nov 7, 2010	Development of bi-fuels and alternative fuels (research in the field of energy-saving); research and development of bi-fuels and alternative fuels (research in the field of environmental protection); technical research consultation in the field of bio-fuels and alternative fuels (consultation in the field of energy-saving); technical research consultation in the field of bio-fuels and alternative fuels (consultation in the field of environmental protection).
EDENIQ	United States of America 091997- 0761187	Registered	77529691 Jul 23, 2008	3740790 Jan 19, 2010	Fermentation of corn to produce ethanol for others; production of bio-fuels and alternative fuels for others; consulting in the field of bio-fuel and alternative fuel production.



Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date	Class/Description
EDENIQ (and design) 	Canada 091997-0858222	Registered	1603193 Nov 20, 2012	TM/A922030 Dec 2, 2015	Consulting in the field of bio-fuel and alternative fuel production.
EDENIQ (and design) 	United States of America 091997-0840570	Registered	85634707 May 24, 2012	4649584 Dec 2, 2014	40 Fermentation of corn to produce ethanol for others; production of bio-fuels and alternative fuels for others; consulting in the field of bio-fuel and alternative fuel production.

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EXHIBIT C

PATENTS

Patent No.	Inventor(s)	Pub. No.	Pub. Date	1 st Maintenance Fee Due	Issued
CELLULOSE YEAST					
091897-0796460US 090110US	Adriano, III Galvez Glenn Richards	13000, 919 6/26/09	8,383,272 10/22/13	US-2011-0177592-A1 7/2/14	4/22/17 open. Discontinued
CELLULONATOR					
091897-0797943BR 091110BR	Adriano, III Galvez Glenn Richards	PI 06417, 45-2 8/26/09			Published - Annuity Due 8/26/16 Open. Discontinued
091897-0797944CA 091110CA	Adriano, III Galvez Glenn Richards	3,735,213 8/26/09			Abandoned -
091897-0797946CN 091110CN	Adriano, III Galvez Glenn Richards	200900142544.9 8/26/09	ZL 200900142544.9 9/8/15	CN 10220271A 9/28/11	Granted Annuity Due 8/5/16 Open. Discontinued
091897-0903567CN 091110CN	Adriano, III Galvez Glenn Richards	201510474336.5 8/26/09		CN 105063115 A 11/08/15	Published -

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Patent Number	Inventor	Applicant	Pub. No.	Pub. Date	Pub. Title	Pub. No.	Pub. Date	Pub. Title	Status
0797478N 001140N	Adriano, III, Gabriel Glenn Richards	16527 CHEMPEC011 8/26/08							Pending
081987- 0801860M0 001180PC	Adriano, III, Gabriel Glenn Richards	PC17, US, 2008, 02, 5018 8/28/08	WO 20100265171 3/4/10						National Stages Pending
081987- 0772981US 001140US	Adriano, III, Gabriel Glenn Richards	12647, 830 8/26/08	US 2010005741 3/4/10	8,583,382 10/23/13					Issued 1 st Maintenance Fee Due
081987- 0808979US 001138US	Adriano, III, Gabriel Glenn Richards	14,040, 236 9/27/13	US 20140324384 12/3/14						Published - under Examination Resp. to Office Action Due (initial) Resp. to Office Action Due (final)
081987- 0806238US 001138US	Adriano, III, Gabriel Glenn Richards	14,189, 487 2/28/14	US, 2014, 0176946 A1 6/26/2014						Published - under Examination Resp. to final Office Action Due (2-mo. date) Resp. to final Office Action / Notice Of Appeal Due Resp. to final Office Action / Notice Of Appeal Due (final)
MANGANESE PEROXIDASE									
081987- 0825107US 002010US	Ortiz DeGortia Adriano, Gabriel Michael Cabrera Miguel Peña Nigam Ling-Feng Jennifer Headman	13,297, 111 11/15/11	US 2012, 0149055 A1 8/14/12	8,596, 123 4/15/14					Issued 1 st Maintenance Fee Due

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Applicant Name	Inventor Name	App No. / Priority Date	Pub. No. / Exam. Date	Pub. No. / Exam. Date	Pub. No. / Exam. Date	Pub. No. / Exam. Date
HAA1						
091997-0930684 0025108R	Kenneth Zahn Sandra Jacobson	BR 11 2015 1011468.5 7/22/13			Pending Request Examination Dis. decision made to abandon	7/22/16 Open. Post-Grant
091997-0981141 0025109C	Kenneth Zahn Sandra Jacobson	PCT/US2013/015500 7/22/13	WO 2014/018450 1/30/14		National Stages Pending	
091997-0981143 0025101S	Kenneth Zahn Sandra Jacobson	13947.339 7/22/13	9,055,781 7/22/15	20140024065 A1 1/22/14	Issued 1 st Maintenance Fee Due (recharge date)	1/22/19 Open. Post-Grant
091997-0980489D 0025109C	James Kaemar Rich Klentz Bernard Cochler Chris Kalkowski Jon Van Valkenburg	PCT/US2013/071133 12/20/13		WO 2014/110385 6/26/14	Published - National Stages Pending	
091997-098108R	James Kaemar Rich Klentz Bernard Cochler Chris Kalkowski Jon Van Valkenburg	BR 11 2015 014894.8 12/20/13			Pending - Request Examination Due	12/20/16 Open. Post-Grant
091997-0948130CN 0025100N	James Kaemar Rich Klentz Bernard Cochler Chris Kalkowski Jon Van Valkenburg	201490073423.5 12/20/13		CN 103008547 A 10/28/15	Published -	

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Pub Number / Country	Title	Inventors	App No / Filing Date	Pub No / Pub Date	Status / Remarks
051917-094837US 002810US	ADVANCED ALGKAL AND FILTRATION SYSTEM FOR THE SACCHARIFICATION OF BIOMASS	James Kaszmar, Rich Kintle, Chris Kalkowski, Jon Van Velsching	14/54 J11 5/19/15	US-9/15-034521-A1 12/3/15	Published - not yet examined
051937-096954BR 002710FC	CELLULOSIC ENZYME RECYCLING FROM SELECTIVE SEPARATION OF SACCHARIFIED BIOMASS	Deepak Singh, Sandra Jacobson, David Reif, Kris Ramos, Prachand Shrestha	PC/TMS/2014/028032 3/14/14	WO 2014/141865 5/18/14	National Stages Pending
051957-096954BR 002710BR	CELLULOSIC ENZYME RECYCLING FROM SELECTIVE SEPARATION OF SACCHARIFIED BIOMASS	Deepak Singh, Sandra Jacobson, David Reif, Kris Ramos, Prachand Shrestha	BR1120150232323/14/14		Pending Request Examination Due 5/14/17 Open: 2014/18/14
051957-096954CN 002710CN	CELLULOSIC ENZYME RECYCLING FROM SELECTIVE SEPARATION OF SACCHARIFIED BIOMASS	Deepak Singh, Sandra Jacobson, David Reif, Kris Ramos, Prachand Shrestha	(In) 3/14/14	CN 10228155 A 1/8/15	Pending
051957-095702US 002710US	CELLULOSIC ENZYME RECYCLING FROM SELECTIVE SEPARATION OF SACCHARIFIED BIOMASS	Deepak Singh, Sandra Jacobson, David Reif, Kris Ramos, Prachand Shrestha	14/775 038 3/14/14	US-2016-063239-A1 2/9/16	Published -
051957-096261US 002810US	IMPROVED CELLULOSE CO-FEED FOR DRY MILL CORN ETHANOL OPERATIONS	Richard Roni Wozniak, James Kaszmar	14/211_450 3/14/14	US-2014-031525-A1 10/23/14	Published - under Examination Resp. to final Office Action Due 5/14/16 Resp. to final Office Action / Notice of Appeal Due 5/14/16 Open: 2014/18/14 Open: 2014/18/14

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Case No.	Inventors	App. No. / Filing Date	Pub. No. / Pub. Date	Exam. Status	Exam. Status	Exam. Status	Exam. Status	Exam. Status	Exam. Status
081897-08273070US 0828201US	Kristoffer Ramos Dennis Santos Richard Root Woods	14637-157 3/3/2015	US-2015-0176024-A1 6/25/15						Resp. to final Office Action / Notice Of Appeal Due (final)
081897-0814818WO 082818PC	John Zhang Sandra Jacobson Kristoffer Ramos Mugesh Patel James Kacmar Daniel Michalopoulos	14637-157 7/24/14	WO-2015/013508 1/28/15						Published - under Examination Resp. to final Office Action
081897-0870842CN 082818CN	John Zhang Sandra Jacobson Kristoffer Ramos Mugesh Patel James Kacmar Daniel Michalopoulos	201460052348.8 7/24/14							Pending Request Examination Due
081897-0869046US 082818US	John Zhang Sandra Jacobson Kristoffer Ramos Mugesh Patel James Kacmar Daniel Michalopoulos	14637-157 1/22/15	US-2015-0160252-A1 6/8/15						Published Response to insufficient Fees Due (final)

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Patent No.	Inventor	Pub. No.	Pub. Date	Pub. Office	Pub. Status	Pub. Date	Pub. Office	Pub. Status
052868- 823764EP 000128EP	Vahak Krikorian Justin Smithers Richard Root Woods	10772871.3 5/4/10	8,396,877 8/7/12	US-2011- 0275945-A1	2/27/12 3/14/12	US	201103023862 A1 1/24/13	Open: Docket Items
052868- 887257US 000128US	Richard Root Woods Vahak Krikorian Justin Smithers	13,164,086 5/4/10	8,606,874 12/17/13	US-2011- 0275945-A1	2/28/20	US	201103023862 A1 1/24/13	Open: Docket Items
052868- 844654US 000130US	Richard Root Woods Vahak Krikorian Justin Smithers	13,756,548 7/11/12	9,169,498 10/27/15	US-2014- 0270630 A1 8/7/14	4/28/15	US	201403023862 A1 1/24/13	Open: Docket Items
052868- 891701US 000158US	Richard Root Woods Vahak Krikorian Justin Smithers	14,071,404 11/4/13				US		

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