

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oryxe Energy International, Inc.		08/25/2009	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oryxe International, Inc.		
Street Address:	609 Plankway Court		
City:	Belleville		
State/Country:	ILLINOIS		
Postal Code:	62221		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78711707		
Serial Number:	78711727		
Serial Number:	78711753	ORYXE	
Serial Number:	78711771	THE NEW NATURE OF FUEL	
Serial Number:	78821949	ORYXE	
CORRESPONDENCE DATA			
Fax Number:	6029165517		
<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>			
Email:	ip@fclaw.com		
Correspondent Name:	Susan Stone Rosenfield		
Address Line 1:	2394 East Camelback Road		
Address Line 2:	Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Susan Stone Rosenfield		
SIGNATURE:	/Susan Stone Rosenfield/		
DATE SIGNED:	09/30/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, ORYXE Energy International, Inc., a Delaware corporation (“**ORYXE**”), is the owner of all patent applications, patents, trademarks, trademark applications, trademark registrations, source code, object code, data bases, algorithms, formulas, calculations, concepts, developments, methods, improvements, inventions, data and information (irrespective of whether in human or machine-readable form), copyrights, trade secrets, works of authorship, products and any other technology, whether or not patentable, copyrightable, or susceptible to any other form of protection and whether or not reduced to practice, necessary to operate the business of ORYXE and including without limitation all of the patent applications, patents, trademarks and trademark registrations identified in the attached Schedule of Transferred Intellectual Property (hereinafter collectively the “Intellectual Property”);

WHEREAS, ORYXE previously granted to each of Venture Lending & Leasing IV, Inc. (“**VLL4**”) and Venture Lending & Leasing V, Inc. (“**VLL5**”) and sometimes being referred to herein together with VLL4 as “**Secured Parties**” and individually as a “**Secured Party**”) security interests in all of ORYXE’s right, title and interest in and to all general intangibles and other personal property owned by ORYXE, including certain forms of the Intellectual Property, as security for certain loans which are in default;

WHEREAS, ORYXE has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party hereby exercises its post-default rights of foreclosure of its security interests in and to any of the Intellectual Property for which the Secured Parties have such rights to exercise, each Secured Party hereby conveys to Oryxe International, Inc., a Delaware corporation (“**Transferee**”), all right, title and interest of ORYXE to the Intellectual Property and agrees to execute at Transferee’s request and expense any further agreement or documentation that may be required to record or perfect exclusive ownership of the Intellectual Property in Transferee;

WHEREAS, by reason of the exercise of such post-default rights, all rights of ORYXE in and to the Intellectual Property are being acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all rights of ORYXE in the Intellectual Property.

Accordingly, with respect to all of the Intellectual Property that comprises a patent application, a patent or any other property that is now or later the subject of a patent application or patent (hereinafter “**Conveyed Patent Rights**”), be it known that for good and valuable consideration the receipt of which from Transferee is hereby acknowledged, ORYXE as Assignor, has sold, assigned, and transferred unto the Transferee, its lawful successors and assigns, its entire right, title, and interest in and to the Conveyed Patent Rights, including all

divisions, continuations, and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon, and all reexamination certificates and reissues thereof, as well as all rights to claim priority to the Conveyed Patent Rights, and all applications for Letters Patent which may now or hereafter be filed for the Conveyed Patent Rights in any foreign country and all Letters Patent which may be granted on the Conveyed Patent Rights in any foreign country, and all extensions, renewals, and reissues thereof in any country; and ORYXE hereby authorizes and requests the United States Patent and Trademark Office and any official of any foreign country whose duty it is to issue Letters Patent on applications as described above, to issue all Letters Patent for the Conveyed Patent Rights and any related patents and applications to Transferee, its successors and assigns, in accordance with the terms of this Assignment;

AND, ORYXE HEREBY covenants that ORYXE has the full right to convey the Intellectual Property assigned by this Assignment, and ORYXE has not executed and will not execute any agreement in conflict with this Assignment;

AND, ORYXE HEREBY further covenants and agrees that ORYXE will, without further consideration, communicate with Transferee, its successors and assigns, any facts known to ORYXE respecting the Conveyed Patent Rights, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Conveyed Patent Rights in said Transferee, its successors or assigns, execute all divisional, continuation, continuation-in-part and reissue applications, make all rightful oaths and generally do everything possible to aid Transferee, its successors and assigns, to obtain and enforce proper patent protection for the Conveyed Patent Rights in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Transferee, its successors and assigns.

With respect to all of the Intellectual Property that comprises a trademark, a trademark application, a trademark registration or any other property that is now or later the subject of a trademark application or registration (hereinafter "**Conveyed Trademark Rights**"), for good and valuable consideration, the receipt of which is hereby acknowledged, ORYXE does hereby transfer and assign unto Transferee, all right, title and interest in and to the Conveyed Trademark Rights, together with the goodwill of the business symbolized by the Conveyed Trademark Rights.

With respect to all of the Intellectual Property that comprises any Intellectual Property other than the Conveyed Patent Rights and the Conveyed Trademark Rights (hereinafter "Conveyed Residual Intellectual Property Rights"), for good and valuable consideration, the receipt of which is hereby acknowledged, ORYXE does hereby transfer and assign unto Transferee, all right, title and interest in and to the Conveyed Residual Intellectual Property Rights.

The mailing address of ORYXE, Secured Parties and the Transferee are as follows:

ORYXE:

ORYXE Energy International, Inc.
9601 Irvine Center Drive
Irvine, CA 92618

Secured Parties:

Venture Lending & Leasing IV, Inc.
Venture Lending & Leasing V, Inc.
2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

Transferee:

Oryxe International, Inc.
9601 Irvine Center Drive
Irvine, California 92618
Attn: President

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

[Signature pages follow]

IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 25th day of August, 2009.

SECURED PARTIES:

VENTURE LENDING & LEASING IV, INC.

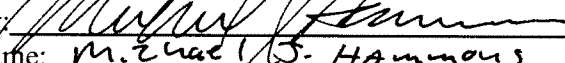
By: _____
Name:
Title:

VENTURE LENDING & LEASING V, INC.

By: _____
Name:
Title:


TRANSFEEE:

ORYXE INTERNATIONAL, INC.

By: 
Name: Michael S. Hammons
Title: President

ORYXE:

ORYXE ENERGY INTERNATIONAL, INC.

By: 
Name: Thomas Cain
Title: CHAIRMAN OF THE BOARD

Schedule of Transferred Intellectual Property

Patent Applications and Patents

Filing Date	Serial No.	Patent/Publication No.	Description
2/26/2002	10/084838	6,638,324 (Issued 10/28/2003)	Organic Cetane Improver
6/12/2002	10/171,507	7,029,506 (Issued 4/18/2006)	Organic Cetane Improver
2/26/2002	10/084,602	US 7,144,433 Issued on 12-05-06	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Fossil Fuels for Reduced Emissions
2/26/2002	10/084,237	US 7,220,289 issued on 5-22-07	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Diesel Fuel Additives for Reduced Emissions
2/26/2002	10/084,601	US 7,160,339 Issued on 1/9/07	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Gasoline Additives for Reduced Emissions
2/26/2002	10/084,579	US 7,141,083 B2 Issued on 11/28/06	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Residual Fuel Additives for Reduced Emissions ("Resid I")
2/26/2002	10/084,833	US 7,144,435 Issued on 12-5-06	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Two-Cycle Oil Additives for Reduced Emissions

Filing Date	Serial No.	Patent/Publication No.	Description
2/26/2002	10/084,236	US 7,160,338 Issued on 1/9/07	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Jet Fuels for Reduced Emissions
2/26/2002	10/084,831	US 7,144,434 Issued on 12-5-06	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Coal-Based Fuels for Reduced Emissions
12/10/2004	10/517,901	2005-0160662 A1 (Published 7/28/2005)	Method and Composition for Using Stabilized Beta-Carotene as Cetane Improver in Hydrocarbonaceous Fuels for Reduced Emissions
12/23/2005	11/317,111	2006-0096165 A1 (Published on 5/11/2006)	Novel Hydrocarbon Fuel Additives and Fuel Formulations Exhibiting Improved Combustion Properties
1/27/2006	11/341,294	2006-0201056 A1 (Published on 9/14/06)	Biodiesel Fuel Additive
12/21/2006	PCT US2006/049113	WO 2007076052	Residual Fuel Additive (Resid II)

Schedule of Transferred Intellectual Property (Continued)

Trademark Registrations

"ORYXE" LOGO IN BLACK AND WHITE
78/711,707

"ORYXE" CIRCLE LOGO IN COLOR
78/711,727

"ORYXE and design"
78/711,753

"THE NEW NATURE OF FUEL"
78/711,771

"ORYXE" (Plain Letters)
78/821,949

Unregistered Trademarks

ORYXE Energy International, Inc
Oryxe-energy.com
ORYXE LED (Low-Emission Diesel)
ORYXE LED for Biodiesel
ORYXE BDT (Biodiesel Technology)
ORYXE RCD (Reformulated California Diesel)
ORYXE RFT (Residual Fuel Technology)
ORYXE CLT (Coal Technology)
ORYXE MBT (Marine Bunker Technology)
ORYXE GLT (Gasoline Technology)
ORYXE JFT (Jet Fuel Technology)
ORYXE TSE (Two-Stroke Engine)
ORYXE CNI (Cetane Number Improver)