

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREEN BIOLOGICS, INC.		11/04/2016	Corporation:
GREEN BIOLOGICS LIMITED		11/04/2016	Corporation:
RECEIVING PARTY DATA			
Name:	THE WEITZ COMPANY, LLC		
Street Address:	420 Watson Powell Jr. Way		
Internal Address:	Suite 100		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50309		
Entity Type:	Limited Liability Company: IOWA		
Name:	RYAN & ASSOCIATES, INC.		
Street Address:	10955 160TH ST		
City:	Davenport		
State/Country:	IOWA		
Postal Code:	52804		
Entity Type:	Corporation: IOWA		
Name:	INTERSTATES CONSTRUCTION SERVICES, INC.		
Street Address:	1520 NORTH MAIN AVENUE		
City:	Sioux Center		
State/Country:	IOWA		
Postal Code:	51250		
Entity Type:	Corporation: IOWA		
Name:	INDUSTRIAL CONSTRUCTION AND ENGINEERING , CO.		
Street Address:	88 Didion Dr		
City:	St. Peters		
State/Country:	MISSOURI		
Postal Code:	63376		
Entity Type:	Corporation: MISSOURI		
Name:	THE SCAFFOLD COMPANY, LLC		
Street Address:	231 South Bemiston Avenue		

OP \$265.00 4182803

TRADEMARK

Internal Address:	Suite 1111
City:	Clayton
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4182803	BUTYLFUEL
Serial Number:	86434082	GREENBIOLOGICS
Serial Number:	86434076	GREENBIOLOGICS
Serial Number:	86203447	GREENINSIDE
Serial Number:	86434071	GREENINSIDE RENEWABLE BY DESIGN
Serial Number:	86818267	GREENFLAME
Serial Number:	87019947	KIWI
Serial Number:	87019928	GREEN STRIP
Serial Number:	87196008	RENEWABLE BY DESIGN
Serial Number:	87196033	BIOPURE

CORRESPONDENCE DATA

Fax Number: 4025041636

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.

Phone: 402-502-1020

Email: SLOMA@ADVENTIP.COM

Correspondent Name: ADVENT, LLP

Address Line 1: THE ADVENT BUILDING

Address Line 2: 17838 BURKE STREET, SUITE 200

Address Line 4: OMAHA, NEBRASKA 68118

NAME OF SUBMITTER:	Tyson B. Benson
SIGNATURE:	/Tyson B. Benson/
DATE SIGNED:	01/03/2017

Total Attachments: 16

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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 November 4, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of The Weitz Company, LLC, an Iowa limited liability company ("Weitz"), Ryan & Associates, Inc., an Iowa corporation ("Ryan"), Interstates Construction Services, Incorporated, an Iowa corporation ("ICS"), and Industrial Construction and Engineering, Co., a Missouri corporation and The Scaffold Company, LLC (collectively "ICE") (each of Weitz, Ryan, ICS, and ICE individually "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Security Agreement, of even date herewith, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lenders and Green Biologics, Inc., ("Borrower"), Lenders have agreed to make Credit Extensions (collectively, the "Loan") to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Green Biologics Limited, a company incorporated in England and Wales with company number 4358718 whose registered address is 45A Milton Park, Abingdon, Oxford OX14 4RU ("Parent") has agreed, pursuant to a Joinder of even date herewith (the "Joinder Agreement") in favor of Lenders, to be deemed a Borrower under the Credit Agreement as provided in the Joinder; and

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

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loan to Borrower thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Lenders 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 Loan, hereby mortgages, pledges and hypothecates to Lenders, and grants to Lenders a shared lien interest on and security interest the "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, those 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;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions 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.

Each Lender acknowledges and agrees that the security interests granted herein are granted to Lenders jointly and shall be *pari passu* in all respects.

3. **Subordination.** Subject to the terms of a subordination agreement among Special Continuation Partners, LP, Tennenbaum Opportunities Fund VI, LLC, TCPC SBIC, LP, and Obsidian Agency Services, Inc. (collectively, "TCP") and Lenders, the Security Interest granted to Lenders shall be subordinate those security interests in the Collateral granted to TCP. Lenders shall have no right to possess or control the Collateral until such time as TCP has relinquished possession of the Collateral after the payment in full of all amounts owed to TCP.

4. **Credit Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lenders pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lenders 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.

5. **Termination.** Upon payment in full of the Loan, the Security Interest granted under this Agreement shall terminate, and Lenders shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest under this Agreement.

6. **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.

7. **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.

8. Choice of Law, Venue, Jury Trial Waiver.

(a) **Governing Law.** Iowa law governs the Loan Documents without regard to principles of conflicts of law. Nothing in this Agreement shall be deemed to operate to preclude Lenders from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Loan, or to enforce a judgment or other court order in favor of Lenders. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor 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. Each Grantor 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 Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 10 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' 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, GRANTORS AND LENDERS 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.**

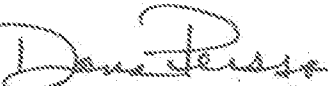
[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

Green Biologics, Inc., as Grantor

Green Biologics Limited, as Grantor

By: 
Name: Dana Pereson
Title: President

By: _____
Name:
Title:

LENDERS:

The Weitz Company, LLC,
an Iowa limited liability company

Ryan & Associates, Inc.,
an Iowa corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Interstates Construction Services,
Incorporated, an Iowa corporation

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

The Scaffold Company, a Missouri
Limited liability company

By: _____
Name:
Title:


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GRANTORS:

Green Biologics, Inc., as Grantor

By: _____
Name:
Title:

Green Biologics Limited, as Grantor

By: 
Name: SEAN C. O'CONNELL
Title: CEO

LENDERS:

The Weitz Company, LLC,
an Iowa limited liability company

By: _____
Name:
Title:

Ryan & Associates, Inc.,
an Iowa corporation

By: _____
Name:
Title:

Interstates Construction Services,
Incorporated, an Iowa corporation

By: _____
Name:
Title:

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: _____
Name:
Title:

The Scaffold Company, a Missouri
Limited liability company

By: _____
Name:
Title:

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GRANTORS:

Green Biologics, Inc., as Grantor

Green Biologics Limited, as Grantor

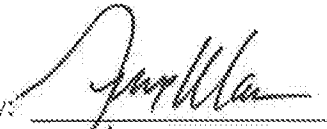
By: _____
Name:
Title:

By: _____
Name:
Title:

LENDERS:

The Weitz Company, LLC,
an Iowa limited liability company

Ryan & Associates, Inc.,
an Iowa corporation

By: 
Name: Jeremy Mazzoni
Title: CFI

By: _____
Name:
Title:

Interstates Construction Services,
Incorporated, an Iowa corporation

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: _____
Name:
Title:

By: _____
Name:
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The Scaffold Company, a Missouri
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GRANTORS:

Green Biologics, Inc., as Grantor

Green Biologics Limited, as Grantor

By: _____
Name:
Title:

By: _____
Name:
Title:

LENDERS:

The Weitz Company, LLC,
an Iowa limited liability company

Ryan & Associates, Inc.,
an Iowa corporation

By: _____
Name:
Title:

By: Todd Munkle
Name: TODD MUNKLE
Title: PA

Interstates Construction Services,
Incorporated, an Iowa corporation

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

The Scaffold Company, a Missouri
Limited liability company

By: _____
Name:
Title:

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Green Biologics, Inc., as Grantor

Green Biologics Limited, as Grantor

By: _____
Name:
Title:

By: _____
Name:
Title:

LENDERS:

The Weitz Company, LLC,
an Iowa limited liability company

Ryan & Associates, Inc.,
an Iowa corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Interstates Construction Services,
Incorporated, an Iowa corporation

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: 
Name: *David Fromme*
Title: *President*

By: _____
Name:
Title:

The Scaffold Company, a Missouri
Limited liability company

By: _____
Name:
Title:

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

GRANTORS:

Green Biologics, Inc., as Grantor

Green Biologics Limited, as Grantor

By: _____
Name:
Title:

By: _____
Name:
Title:

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The Weitz Company, LLC,
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Ryan & Associates, Inc.,
an Iowa corporation

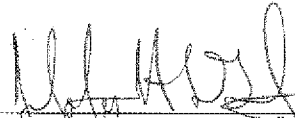
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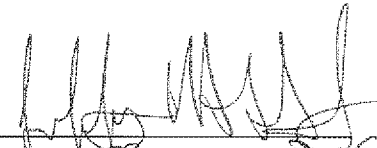
Interstates Construction Services,
Incorporated, an Iowa corporation

Industrial Construction and Engineering, Co.,
a Missouri corporation

By: _____
Name:
Title:

By: 
Name: Jeffrey H DeGraaf
Title: President

The Scaffold Company, a Missouri
Limited liability company

By: 
Name: Jeffrey H DeGraaf
Title: President

**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
Continuous Two Stage, Dual Path Anaerobic Fermentation of Butanol and Other Organic Solvents Using Two Different Strains of Bacteria	US5753474	20 Dec 1996 (Granted 19 May 1998)	USA	(Green Biologics, Inc.)
Production process	GB2457820	27 Feb 2009 (Granted 08 Sep 2010)	United Kingdom	Green Biologics Ltd.
Enzymatic production of C4-C8 alcohols and acids	EP2250273	27 Feb 2009 (Granted 13 Apr 2016)	Europe (EPO)	Green Biologics Ltd.
Production process	US9249431	27 Feb 2009 (Granted 31 Jan 2016)	USA	Green Biologics Ltd.
Production of butanol	GB2458818	03 Apr 2009 (Granted 09 Oct 2012)	United Kingdom	Green Biologics Ltd.
Continuous Culture	GB2505638	23 Jul 2012 (Granted 06 Jan 2016)	United Kingdom	Green Biologics Ltd.
Lighter Fluid Compositions with n-Butanol and Biodiesel	US8728178	07 Jul 2010 (Granted 30 Apr 2014)	USA	Green Biologics Ltd.
Method of Lighting a Fuel Source Comprising n-Butanol and Biodiesel	US9084507	01 Apr 2014 (Granted 21 Jul 2015)	USA	Green Biologics Ltd.

Patent Applications:

Name of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
Two-Stage Continuous Process For Producing a Solvent	PCT/GB2013/051955	23 Jul 2013	WO (PCT)	Green Biologics Ltd.
Two-Stage Continuous Process For Producing a Solvent	13745705.7	23 Jul 2013	Europe (EPO)	Green Biologics Ltd.
Two-Stage Continuous Process For Producing a Solvent	14/416259	23 Jul 2013	USA	Green Biologics Ltd.
Protein	GB1401955.8	05 Feb 2014	United Kingdom	Green Biologics Ltd.
Cyclodextrin Glucanotransferase	PCT/GB2014/050322	05 Feb 2014	WO (PCT)	Green Biologics Ltd.
Cyclodextrin Glucanotransferase	14704877.1	05 Feb 2014	Europe (EPO)	Green Biologics Ltd.
Cyclodextrin Glucanotransferase	14/765795	05 Feb 2014	USA	Green Biologics Ltd.
Production of butanol	GB1401943.4	05 Feb 2014	United Kingdom	Green Biologics Ltd.
Production of butanol	PCT/GB2014/050321	05 Feb 2014	WO (PCT)	Green Biologics Ltd.
Production of butanol	14704876.3	05 Feb 2014	Europe (EPO)	Green Biologics Ltd.
Production of butanol	14/765772	05 Feb 2014	USA	Green Biologics Ltd.
Solvent production	GB1411516.6	27 Jun 2014	United Kingdom	Green Biologics Ltd.
Solvent production	PCT/GB2014/051972	27 Jun 2014	WO (PCT)	Green Biologics Ltd.

Solvent production	BR112012031531-3	27 Jun 2014	Brazil	Green Biologics Ltd.
Solvent production	2915990	27 Jun 2014	Canada	Green Biologics Ltd.
Solvent production (溶剂生产)	201480036838.4	27 Jun 2014	China	Green Biologics Ltd.
Solvent production	14735667.9	27 Jun 2014	Europe (EPO)	Green Biologics Ltd.
Solvent production	11817/DELNP/2015	27 Jun 2014	India	Green Biologics Ltd.
Solvent production	PI2015704544	27 Jun 2014	Malaysia	Green Biologics Ltd.
Solvent production (발명의 명칭 용매 생산)	10-2016-7002418	27 Jun 2014	South Korea	Green Biologics Ltd.
Solvent production	14/900302	27 Jun 2014	USA	Green Biologics Ltd.
Targeted mutations	GB1506460.3	16 Apr 2015	United Kingdom	Green Biologics Ltd.
Targeted mutations	PCT/GB2015/051153	16 Apr 2015	WO (PCT)	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	Brazil	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	Canada	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	China	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	Europe (EPO)	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	India	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	Japan	Green Biologics Ltd.

Targeted mutations	PI 2016703657	16 Apr 2015	Malaysia	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	South Korea	Green Biologics Ltd.
Targeted mutations	not available yet	16 Apr 2015	USA	Green Biologics Ltd.
Deletion mutations	GB1506469.4	16 Apr 2015	United Kingdom	Green Biologics Ltd.
Deletion mutations	GB1616429.5	16 Apr 2015	United Kingdom	Green Biologics Ltd.
Deletion mutations	GB1616433.7	16 Apr 2015	United Kingdom	Green Biologics Ltd.
Deletion mutations	PCT/GB2015/051152	16 Apr 2015	WO (PCT)	Green Biologics Ltd.
Deletion mutations	BR112016023559-2	16 Apr 2015	Brazil	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	Canada	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	China	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	Europe (EPO)	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	India	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	Japan	Green Biologics Ltd.
Deletion mutations	PI 2016703659	16 Apr 2015	Malaysia	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	South Korea	Green Biologics Ltd.
Deletion mutations	not available yet	16 Apr 2015	USA	Green Biologics Ltd.
Plasmid Method	GB1611390.4	30 Mar 2016	United Kingdom	Green Biologics Ltd.

Plasmid Method	PCT/GB2016/051969	30 Mar 2016	WO (PCT)	Green Biologics Ltd.
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Patent Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Trademarks:

Trademark	Trademark Number	Date of Registration	Jurisdiction of Filing	Name of trademark holder if other than Borrower
BUTYLFUEL	4182803	31 Jul 2012	USA	(Green Biologics Inc.)
GREENBIOLOGICS (words only)	1238538	13 Jan 2016	European Union	(Green Biologics Inc.)
GreenBiologics (words and design)	1243649	24 Feb 2016	European Union	(Green Biologics Inc.)
greeninside renewable by design (words and design)	1242193	10 Feb 2016	European Union	(Green Biologics Inc.)

Trademark Applications:

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
GREENBIOLOGICS (words only)	86/434,082	24 Oct 2014	USA	(Green Biologics Inc.)
GreenBiologics (& Design)	86/434,076	24 Oct 2014	USA	(Green Biologics Inc.)
GREENINSIDE (words only)	86/203,447	25 Feb 2014	USA	(Green Biologics Inc.)

GREENINSIDE (words only)	1239906	30 October 2014	European Union	(Green Biologics Inc.)
GreenInside Renewable By Design (& Leaf logo)	86/434,071	24 Oct 2014	USA	(Green Biologics Inc.)
GREENFLAME (words only)	86/818,267	12 Nov 2015	USA	Green Biologics Ltd.
KIWI (words only)	87/019,947	29 Apr 2016	USA	(Green Biologics Inc.)
GREEN STRIP (words only)	87/019,928	29 Apr 2016	USA	(Green Biologics Inc.)
RENEWABLE BY DESIGN (words only)	87/196,008	07 Oct 2016	USA	Green Biologics Ltd.
BIOPURE (words and design)	87/196,033	07 Oct 2016	USA	Green Biologics Ltd.

Trademark Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower

Registered Copyright Applications:

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower

Copyright Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Other Material Intellectual Property Licenses/Agreements:

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
Technology License Agreement	GODAVARI BIOREFINERIES LIMITED	12 years from beginning of operations
Technology License Agreement	Central MN Renewables, LLC	20 years from beginning of operations
Technology Collaboration Agreement / 20 th April 2012	Laihe Rockley Bio-Chemicals Co., Ltd	12 years from beginning of operations
Strain Collection Licensing Agreement / 8 th July 2009 and Amendment 27 th October 2011	NCP Alcohols (Pty) Ltd	Indefinite term effective from date of Agreement
Research and License Agreement / 18 th February 2010 and Addendum dated 10 th April 2013	University of Cape Town	Expiration 31 st December 2013