

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delta-Energy Group, LLC		06/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Castleton Delta Energy LLC		
Street Address:	2200 Atlantic Street		
Internal Address:	Suite 800		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
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:	4048538806		
<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:	pearlhu@eversheds-sutherland.com		
Correspondent Name:	Pearl Hu		
Address Line 1:	999 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Pearl Hu		
SIGNATURE:	/Pearl Hu/		
DATE SIGNED:	06/14/2017		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT is dated as of June 7, 2017 (this "Agreement"), made by and between DELTA-ENERGY GROUP, LLC, a Delaware limited liability company ("Debtor"), and CASTLETON DELTA ENERGY LLC, a Delaware limited liability company ("Secured Party"), as lender and in its capacity as collateral agent under the Intercreditor Agreement (as defined in the Security Agreement hereinafter defined).

WHEREAS, Debtor has executed that certain Promissory Note, dated as of the date hereof (as amended, restated and/or modified from time to time, the "Note"), in favor of Secured Party;

WHEREAS, Debtor has executed that certain IP Security Agreement, dated as of the date hereof (as amended, restated and/or modified from time to time, the "Security Agreement"), which grants Secured Party a security interest in all Debtor's current intellectual property assets, to secure all of Debtor's obligations to Secured Party under the Note and the Intercreditor Agreement (as defined therein); and

WHEREAS, pursuant to the Security Agreement, Debtor 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, Debtor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

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

SECTION 2. GRANT OF SECURITY INTEREST.

2.1 To secure the prompt and complete payment, observance and performance of (i) all present and future obligations, indebtedness and liabilities, and all renewals and extensions thereof, now or hereafter owed by Debtor to Secured Party arising under or pursuant to the Note; (ii) all costs, expenses and reasonable attorneys' fees incurred by Secured Party in its capacity as collateral agent arising under or pursuant to the Intercreditor Agreement; and (iii) all costs, expenses and reasonable attorneys' fees incurred by Secured Party in the enforcement or collection of the foregoing or in the enforcement of this Agreement, Debtor hereby grants to Secured Party a continuing first priority security interest in, and lien upon, all of Debtor'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 Debtor 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.

SECTION 3. SECURITY AGREEMENT.

3.1 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. Debtor 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.

SECTION 4. COUNTERPARTS.

4.1 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.

SECTION 5. APPLICABLE LAW.


5.1 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).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

DEBTOR

DELTA-ENERGY GROUP, LLC
a Delaware limited liability company

By: 
Name: Paul J. Lee
Title: Chief Executive Officer

SECURED PARTY

CASTLETON DELTA ENERGY LLC
a Delaware limited liability company
By: CCI U.S. Asset Holdings LLC, its
Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

DEBTOR

DELTA-ENERGY GROUP, LLC
a Delaware limited liability company

By: _____
Name: Paul J. Lee
Title: Chief Executive Officer

SECURED PARTY

CASTLETON DELTA ENERGY LLC
a Delaware limited liability company
By: CCI U.S. Asset Holdings LLC, its
Manager

By:  _____
Name: Daniel F. Hines
Title: Executive Vice President and
Chief Financial Officer

SCHEDULE 1**INTELLECTUAL PROPERTY****PATENTS; PATENT APPLICATIONS**

Title	Country Name	Serial #	Filed Date	Patent #	Issue Date	Expiration Date	Comments
LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIAL SUCH AS RUBBER	UNITED STATES	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	UNITED STATES	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	UNITED STATES	11/016,296	12/17/2004	7,341,646	3/11/2008	12/12/2022	
LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER	AUSTRALIA	2001281198	8/9/2001	2001281198	11/30/2006	8/9/2021	
LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER	BRAZIL	PI0107096-7	8/9/2001	PI0107096-7	7/24/2012	7/24/2022	
LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER	CHINA	01802708.3	8/9/2001	1179148	12/8/2004	8/9/2021	
THERMAL DECOMPOSITION OF PYROLYSIS OF HYDROCARBON MATERIAL, RUBBER, etc.	JAPAN	2002-519834	8/9/2001	5057627	8/10/2012	8/9/2021	

LOW ENERGY METHOD OF PYROLYSIS OF HYDROCARBON MATERIALS SUCH AS RUBBER	SOUTH KOREA	2002-7004581	4/10/2002	10-0804158	2/11/2008	4/10/2022	
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED APPARATUS	UNITED STATES	12/539,171	8/11/2009	8,512,643	8/20/2013	3/15/2028	
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED METHOD	UNITED STATES	11/715,162	3/7/2007	8,263,038	9/11/2012	4/10/2029	
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED METHOD	CANADA	2,649,693	4/10/2007	2649693	9/23/2014	4/10/2027	
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED APPARATUS	EUROPEAN PATENT CONVENTION	07760380.1	4/10/2007	2007849	7/3/2013	4/10/2027	Validated in UK, France - 287122-00085-4 and Germany - 602007031410.0
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED METHOD	INDIA	8929/DELNP/2008	4/10/2007	267855	8/4/2015	4/10/2027	
METHOD OF DEVOLATILIZING RECYCLED CARBON BLACK AND ASSOCIATED APPARATUS	MEXICO	MX/a/2008/013410	4/10/2007	311498	7/18/2013	4/10/2027	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	UNITED STATES	12/082523	4/11/2008	7825213	11/2/2010	3/29/2030	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	BRAZIL	0911193-0	3/23/2009			3/23/2029	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	CANADA	2720606	3/23/2009	2720606	12/13/2016	3/23/2029	

METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	CHINA	200980117451.0	3/23/2009	102027039	1/23/2013	3/23/2029	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	EUROPEAN PATENT CONVENTION	09731350.6	3/23/2009	2268705	8/17/2016	3/23/2029	Validated in Germany, France, UK, Luxembourg, Italy
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	INDIA	7219/DELNP/2010	3/23/2009	278722	12/30/2016	3/23/2029	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	JAPAN	2011-504046	3/23/2009	5665732	2/4/2015	3/23/2029	
METHOD OF MAKING A METAL TEREPHTHALATE POLYMER	MEXICO	MX/a/2010/011109	3/23/2009	302577	8/21/2012	3/23/2029	

TRADEMARKS; TRADEMARK APPLICATIONS

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