

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIVERTOP RENEWABLES, INC.		05/27/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5055833	WATERLINE	
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:	194491-1737 RIVERTOP		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	06/26/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of May 27, 2015, by and between SILICON VALLEY BANK ("Bank") and RIVERTOP RENEWABLES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

1121 E. Broadway Street, Suite 132
Missoula, MT 59802

RIVERTOP RENEWABLES, INC.

By: 

Title: Chief Executive Officer

BANK:

3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: 

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

ISSUED PATENTS⁽¹⁾			
<u>Name</u>	<u>Date of Patent</u>	<u>Country</u>	<u>Patent Number</u>
High Molecular Weight Stereoregular Head-Tail Poly (Glucaramides)	January 1, 2008	United States	7,314,906
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	May 17, 2005	United States	6,894,135
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	September 13, 2006	Germany	60308411.7
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	September 13, 2006	United Kingdom	1569982
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	September 13, 2006	France	1569982
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	April 9, 2010	Japan	4490286
Method of Oxidation Using Nitric Acid	April 6, 2010	United States	7,692,041
Method for Preparing High Molecular Weight Random Polyhydroxypolyimides	March 13, 2012	Canada	2,507,146
Method of Oxidation Using Nitric Acid	February 24, 2015	United States	8,961,813
Method of Oxidation Using Nitric Acid	December 2, 2014	Canada	2,660,389
Nitric Acid Removal from Oxidation Products	April 11, 2000	United States	6,049,004
Hydroxypolyamide Gel Forming Agents	January 7, 2014	United States	8,623,943
Hydroxypolyamide Gel Forming Agents	November 13, 2013	China	ZL200880124754.0
Hydroxypolyamide Gel Forming Agents	October 2, 2014	Australia	2008322438
PENDING PATENT APPLICATIONS & REGISTRATIONS⁽¹⁾			
<u>Name</u>	<u>Date Patent Filed</u>	<u>Country</u>	<u>Serial Number</u>
Hydroxypolyamide Gel Forming Agents	December 16, 2013	United States	14/107,297
Hydroxypolyamide Gel Forming Agents	November 17, 2008	Europe	08849027.1
Hydroxypolyamide Gel Forming Agents	November 17, 2008	Japan	2010-534268
Hydroxypolyamide Gel Forming Agents	October 1, 2014	Japan	2014-203028

Hydroxypolyamide Gel Forming Agents	November 17, 2008	India	1246/MUMNP/2010
Hydroxypolyamide Gel Forming Agents	September 12, 2014	Australia	2014224125
Method of Oxidation Using Nitric Acid	April 10, 2009	United States	12/422,135
Method of Oxidation Using Nitric Acid	January 8, 2014	United States	14/150,633
Method of Oxidation Using Nitric Acid	December 22, 2014	United States	14/579,938
Corrosion Inhibiting Composition	November 10, 2011	United States	13/294,085
Corrosion Inhibiting Composition	November 10, 2011	Canada	2,816,923
Corrosion Inhibiting Composition	November 10, 2011	Europe	11788708.3
Corrosion Inhibiting Composition	November 10, 2011	Mexico	MX/a/2013/005166
Corrosion Inhibiting Composition	November 10, 2011	Brazil	112013011627-7
Corrosion Inhibiting Composition	November 10, 2011	China	201180059067.7
Corrosion Inhibiting Composition	November 10, 2011	Australia	2011326374
Corrosion Inhibiting Composition	November 10, 2011	India	1039/MUMNP/2013
Corrosion Inhibiting Composition	November 10, 2011	Russia	2013125711
Corrosion Inhibiting Composition	November 10, 2011	Japan	2013-538910
Corrosion Inhibiting Composition	August 7, 2014	Hong Kong	14108136.2
Calcium Sequestering Composition (RIV-1080)	April 20, 2012	United States	13/452,560
Calcium Sequestering Composition	October 22, 2013	Australia	2012245234
Calcium Sequestering Composition	October 18, 2013	Brazil	112013026902-2
Calcium Sequestering Composition	October 16, 2013	Canada	2833374
Calcium Sequestering Composition	December 13, 2013	China	201280029273.8
Calcium Sequestering Composition ⁽²⁾	November 19, 2013	Europe	12718536.1
Calcium Sequestering Composition	October 22, 2013	India	1965/MUMNP/2013
Calcium Sequestering Composition	October 18, 2013	Japan	2014-506592
Calcium Sequestering Composition	October 21, 2013	Mexico	MX/a/2013/012287
Calcium Sequestering Composition	November 20, 2013	Russia	2013151622
Calcium Sequestering Composition	August 21, 2014	Hong Kong	14108546.6
Calcium Sequestering Composition (RIV-1090)	April 20, 2012	United States	13/452,578

Calcium Sequestering Composition	October 21, 2013	Australia	2012245236
Calcium Sequestering Composition	November 26, 2013	China	201280025570.5
Calcium Sequestering Composition	November 19, 2013	Europe	12718537.9
Calcium Sequestering Composition	October 22, 2013	India	1987/MUMNP/2013
Calcium Sequestering Composition	October 21, 2013	Japan	2014-506593
Calcium Sequestering Composition	October 21, 2013	Mexico	MX/a/2013/012288
Calcium Sequestering Composition	November 20, 2013	Russia	2013151623
Calcium Sequestering Composition	August 18, 2014	Hong Kong	14108419.0
Containing Hydroxycarboxylic Acid Salts ⁽²⁾	November 25, 2013	United States	14/089,054
Containing Hydroxycarboxylic Acid Salts	November 22, 2013	PCT	PCT/US13/71520
Improved Oxidation Process	March 12, 2014	United States	14/205,627
Improved Nitric Acid Oxidation Process	March 12, 2014	United States	14/205,832
Improved Nitric Acid Oxidation Process	March 12, 2014	United States	14/206,796
Improved Nitric Acid Oxidation Process	March 12, 2014	PCT	PCT/US14/024785
Detergent /Dispersant Synergy in Scale Prevention	October 8, 2014	United States	62/061,281
Compositions Comprising Oxidized Starch	November 18, 2014	United States	62/081,086
Compositions comprising oxidized starch and processes for making the compositions	November 12, 2015	United States	14/938,890
Detergent builder and dispersant synergy in calcium carbonate scale prevention	October 6, 2015	United States	14/876,148
Nitric Acid Oxidation processes	October 20, 2015	United States	14/887,635
Corrosion inhibiting, freezing point lowering compositions	June 1, 2015	United States	14/727,712

(1) All patents on the list are exclusively licensed to the Company Rivertop from the University or owned directly by the Company.

(2) The indicated applications have been given notice of allowance/intent to grant, but are not yet issued patents.

EXHIBIT C

Trademarks

TRADEMARK APPLICATIONS			
<u>Name</u>	<u>Date Filed</u>	<u>Country</u>	<u>Application/Registration Number</u>
RIVERTOP	9/9/14	United States	Appln. No. 86/389327
RIVERTOP & DESIGN	9/22/2010	United States	Reg. No. 4564425
RIVERTOP RENEWABLES & DESIGN	9/22/2010	United States	Reg. No. 4564424
HEADWATERS	2/27/2014	Canada	Appln. No. 1665699
HEADWATERS	8/30/2013	United States	Reg. No. 4571104
RIOSE	10/24/2012	United States	Reg. No. 4602069
WATERLINE	10/04/2016	United States	Reg. No. 5,055,833

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.