

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delta-Energy Group, LLC		06/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridgestone Americas Tire Operations, LLC		
<b>Street Address:</b>	535 Marriott Drive		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37214		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3409596	D-E BLACK	
<b>Registration Number:</b>	3385945	PHOENIX BLACK	
<b>Registration Number:</b>	3583760	ZEPHYR BLACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303794064		
<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>			
<b>Phone:</b>	330-379-4529		
<b>Email:</b>	iplawpat@bfusa.com		
<b>Correspondent Name:</b>	Michelle R. Davis		
<b>Address Line 1:</b>	10 East Firestone Blvd.		
<b>Address Line 2:</b>	Bridgestone Americas, Inc.		
<b>Address Line 4:</b>	Akron, OHIO 44317		
<b>NAME OF SUBMITTER:</b>	Michelle R. Davis		
<b>SIGNATURE:</b>	/Michelle R. Davis/		
<b>DATE SIGNED:</b>	07/12/2017		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED 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 BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, a Delaware limited liability company ("Secured Party").

WHEREAS, Debtor and Secured Party previously entered into a Patent and Trademark Security Agreement, dated December 3, 2014 (the "Original PT Agreement"), in connection with a certain Amended and Restated IP Security Agreement, dated as of December 3, 2014 (the "Original IP Agreement"), which granted Secured Party a security interest in all of Debtor's intellectual property assets;

WHEREAS, Debtor and Security Party are amending and restating the Original IP Agreement on the date hereof by entering into a Second Amended and Restated IP Security Agreement (as amended, restated and/or modified from time to time, the "Second IP Agreement"), which Second IP Agreement continues to grant Secured Party a security interest in all of Debtor's intellectual property assets and secures all of Debtor's obligations to Secured Party under that certain Amended and Restated Promissory Note, dated as of the date hereof (as amended, restated and/or modified from time to time, the "Note"), made by Debtor in favor of Secured Party and under the Intercreditor Agreement (as defined in the Note); and

WHEREAS, pursuant to the Second IP 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; AMENDMENT AND RESTATEMENT.**

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

1.2 This Agreement amends, and as amended, restates the Original PT 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; and (ii) 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 Second IP 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 Second IP 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**

BRIDGESTONE AMERICAS TIRE  
OPERATIONS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
William Thompson, Chief Operating Officer

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

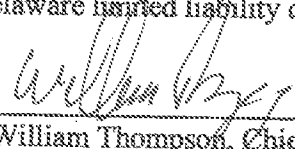
By: \_\_\_\_\_

Name: Paul J. Lee

Title: Chief Executive Officer

**SECURED PARTY**

BRIDGESTONE AMERICAS TIRE  
OPERATIONS, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_  
William Thompson, Chief Operating Officer

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

<b>Title</b>	<b>Country Name</b>	<b>Serial #</b>	<b>Filed Date</b>	<b>Patent #</b>	<b>Issue Date</b>	<b>Expiration Date</b>	<b>Comments</b>
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	

Schedule 1

US.111794121.02

**TRADEMARK**  
**REEL: 006103 FRAME: 0222**



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

<b>Trademark Number</b>	<b>Jurisdiction</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
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