

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREEN BIOLOGICS LIMITED		07/12/2017	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc.		
Street Address:	2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5177414	GREENFLAME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D Wells		
Address Line 1:	330 N. Main St.		
Address Line 4:	Kaysville, UTAH 84037		
NAME OF SUBMITTER:	Nicholas D. Wells		
SIGNATURE:	/Nicholas Wells/		
DATE SIGNED:	08/24/2017		
Total Attachments: 10			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 12, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Obsidian Agency Services, Inc., a California corporation, for itself and as agent for Creditors (the "Agent").

W I T N E S S E T H:

WHEREAS, Green Biologics, Inc. ("GBI" or "Borrower"), Agent and various lenders entered into that certain Loan and Security Agreement dated as of October 2, 2014 (the "Original Credit Agreement"), which agreement has been amended, and has been further amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of July 12, 2017, as such may be amended, restated, supplemented, amended and restated or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, Grantors and Agent entered into that certain Intellectual Property Security Agreement dated as of October 2, 2014 (the "Original IP Security Agreement"); and

WHEREAS, in connection with the execution of the Credit Agreement, 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 ("GBL" or "Parent") agreed, pursuant to that certain Amended and Restated Joinder dated as of July 12, 2017, as such may be amended, restated, supplemented, amended and restated or otherwise modified from time to time (the "Joinder Agreement"), to be deemed a borrower under the Credit Agreement as provided in the Amended Joinder;

WHEREAS, in connection with the execution of the Credit Agreement and the Joinder Agreement, (a) GBI executed a series of security agreements which granted a security interest in its intellectual property to Agent, for itself and for the benefit of several other parties (collectively, the "Security Agreements"), and (b) GBL executed a series of debentures which granted a charge over its intellectual property to Agent, for itself and for the benefit of several other parties (collectively, the "Debentures");

WHEREAS, in connection with the execution of the Credit Agreement, the Joinder Agreement, the Security Agreements, the Debentures and in all cases, the other agreements related thereto, as such agreements may be amended, restated, supplemented, amended and restated or otherwise modified from time to time (collectively, the "Transaction Documents"), Grantors and Agent desire to amend and restate the Original IP Security Agreement in its entirety as provided herein.

NOW, THEREFORE, in consideration of the premises, to induce Agent and Creditors to enter into the Transaction Documents, to induce such parties to extend credit to GBI and GBL 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 Agent to amend and restate the Original IP Security Agreement in its entirety as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement, and the following shall have (unless provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and the plural form of the terms defined):

a. “Creditors” mean Special Value Continuation Partners, LP, Tennenbaum Opportunities Fund VI, LLC, TCPC SBIC, LP, Renewable Partners LLC, Cell Energy Limited, Sofinnova Capital VII FCPR, Capricorn Cleantech Fund NV, Quest for Growth NV, Sean Sutcliffe, The Weitz Company, LLC, Ryan and Associates, Inc., Interstates Construction Services Incorporated, Industrial Construction & Engineering, Co., The Scaffold Company, LLC, and any other party becoming a creditor of either or both Grantors under any of the Transaction Documents.

b. “Copyrights” mean any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

c. “Intellectual Property” means, with regard to any Person, all of such Person’s right, title, and interest in and to the following:

- (i) its Copyrights, Trademarks and Patents;
- (ii) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;
- (iii) any and all source code;
- (iv) any and all design rights which may be available to it;
- (v) any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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; and
- (vi) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

d. “Patents” mean all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

e. “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

f. “Trademarks” mean 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 a Person connected with and symbolized by such trademarks, but excluding 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; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included in this definition of “Trademarks”.

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 obligations under the Transaction Documents, hereby mortgages, pledges and hypothecates to Agent, for itself and as agent for the Creditors, and grants to Agent, for itself and as agent for the Creditors, a lien on and 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.

3. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted pursuant to the Transaction Documents and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Creditors with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Transaction Documents, 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 Transaction Documents, the provisions of the Transaction Documents shall control unless Agent shall otherwise determine.

4. Termination. Upon the payment in full of the Obligations under the Transaction Documents, the security interest in the Intellectual Property granted under this Agreement shall terminate, and Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

5. **Incorporation By Reference.** The parties hereto agree that the “WHEREAS” clauses contained at the beginning of this Agreement are true and correct, and are incorporated herein by reference.

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.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Agent each submit to the exclusive jurisdiction of the State and Federal courts in Los Angeles County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. 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 AGENT 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.

(c) **Judicial Reference.** WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto

agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Los Angeles County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Los Angeles County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Los Angeles County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

(d) **Scope of Authority.** The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

[SIGNATURE PAGE FOLLOWS]

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

Green Biologics, Inc., as Grantor

By: 
Name: David Anderson
Title: Secretary

Green Biologics Limited, as Grantor

By: _____
Name: Sean Sutcliffe
Title: Director and Chief Executive Officer

Obsidian Agency Services, Inc., for itself and as
Agent for Creditors

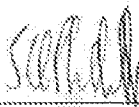
Name:
Title:

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By: _____
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Title: Secretary

Green Biologics Limited, as Grantor

By:  _____
Name: Sean Sutcliffe
Title: Director and Chief Executive Officer

Obsidian Agency Services, Inc., for itself and as
Agent for Creditors

Name:
Title:

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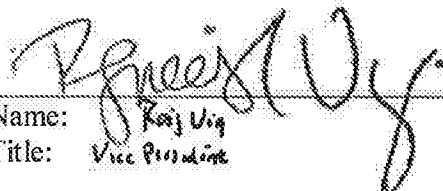
Green Biologics, Inc., as Grantor

By: _____
Name:
Title:

Green Biologics Limited, as Grantor

By: _____
Name:
Title:

Obsidian Agency Services, Inc., for itself and as
Agent for Creditors


Name: Raj Vignani
Title: Vice President

**SCHEDULE I
TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents:

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
Production process	US9249431	27 Feb 2009 (Granted 31 Jan 2016)	USA	Green Biologies Ltd.
Lighter fluid compositions with n-butanol and biodiesel	US8728178	07 Jul 2010 (Granted 30 Apr 2014)	USA	Green Biologies Ltd.
Cyclodextrin glucanotransferase	US9499804	05 Feb 2014 (Granted 22 Nov 2016)	USA	Green Biologies Ltd.
Method of lighting a fuel source comprising n-butanol and biodiesel	US9084507	01 Apr 2014 (Granted 21 Jul 2015)	USA	Green Biologies 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	14/416259	23 Jul 2013	USA	Green Biologies Ltd.
Cyclodextrin Glucanotransferase	15/436611	17 Feb 2017	USA	Green Biologies Ltd.

Production of butanol	14/765772	05 Feb 2014	USA	Green Biologics Ltd.
Solvent production	14/900302	27 Jun 2014	USA	Green Biologics Ltd.
Targeted mutations	15/304483	16 Apr 2015	USA	Green Biologics Ltd.
Deletion mutations	15/304467	16 Apr 2015	USA	Green Biologics Ltd.

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)	5152932	28 Feb 2017	USA	(Green Biologics Inc.)
GreenBiologics (words and design)	5156576	07 Mar 2017	USA	(Green Biologics Inc.)
greeninside renewable by design (words and design)	5156575	07 Mar 2017	USA	(Green Biologics Inc.)
GREENFLAME (words only)	5177414	04 Apr 2017	USA	Green Biologics Ltd.
GREENINSIDE (words only)	5228433	20 Jun 2017	USA	(Green Biologics Inc.)