

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET, LLC		03/30/2018	Limited Liability Company: SOUTH DAKOTA
POET Investments, Inc.		03/30/2018	Corporation: SOUTH DAKOTA
POET Research, Inc.		03/30/2018	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5309602	JIVE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	03/30/2018		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of March 30, 2018 by and among the parties listed on the signature pages hereof as Debtors (the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors and certain affiliates of the Debtors of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors and certain affiliates of the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ and such affiliates’ personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations, each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Patents and Specified Trademarks indicated with respect to such Debtor on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

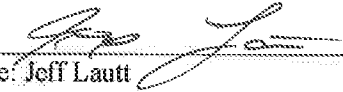
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTORS:

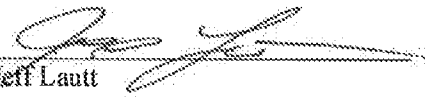
POET, LLC

By 
Name: Jeff Lautt
Title: President and Chief Operating Officer

POET INVESTMENTS, INC.

By 
Name: Jeff Lautt
Title: President and Chief Operating Officer

POET RESEARCH, INC.

By 
Name: Jeff Lautt
Title: President and Chief Operating Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By 
Name: Hailey M. Margetta
Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006315 FRAME: 0898

Schedule A

PATENTS AND PATENT APPLICATIONS

Owner: POET, LLC

Country	Title	Application #	Filed	Pub. #	Patent #
US	Oil composition and method of producing the same	14/747948	6/23/2015	20150291923	

Owner: POET Research, Inc.

Country	Title	Application #	Filed	Pub. #	Patent #
US	OIL COMPOSITION AND METHOD OF RECOVERING THE SAME	15/631,420	6/23/2017	US2017-0283838	
US	SYSTEM FOR TREATMENT OF BIOMASS TO FACILITATE THE PRODUCTION OF ETHANOL	12/716,989	3/3/2010	US9068206B1	9068206
US	SYSTEM FOR MANAGEMENT OF YEAST TO FACILITATE THE PRODUCTION OF ETHANOL	14/964,418	12/9/2015	US20160090611A1	9416376
US	SYSTEM FOR RECYCLING WATER TO FACILITATE THE PRODUCTION OF ETHANOL	15/054,390	2/26/2016	US20160251607A1	
US	COMBUSTION OF HIGH SOLIDS LIQUID	12/875,623	9/3/2010	US9353944B1	9353944
US	COMBUSTION OF HIGH SOLIDS LIQUID	14/958,129	12/3/2015	US20160084498A1	9593849B2
US	METHOD FOR TREATMENT OF BIOMASS	13/209,170	8/12/2011	US9469859B1	9469859
US	DUAL TANK HEAT TRANSFER SYSTEM AND METHODS OF OPERATION	13/252,708	10/4/2011	US9463396B1	9463396
US	SYSTEMS AND METHODS FOR STILLAGE FRACTIONATION	15/015,355	2/4/2016	US20160152931A1	
US	METHODS AND SYSTEMS FOR REDUCING THE LEVEL OF ONE OR MORE IMPURITIES THAT ARE PRESENT IN A PRETREAT	14/993,285	1/12/2016	US20160121236A1	
US	PROTEIN FEED COMPOSITIONS AND METHODS OF MAKING SAME	14/599,391	1/16/2015	US20150181912A1	
US	WATERBORNE AQUEOUS-ALCOHOL SOLUBLE PROTEIN COMPOSITIONS, APPLICATIONS, AND METHODS	15/007,189	1/26/2016	US20160168420A1	
US	ETHANOL FERMENTATION METHOD AND SYSTEMS	14/826,854	8/14/2015	US20150353455A1	9388100
US	METHODS AND SYSTEMS FOR REDUCING ONE OR MORE IMPURITIES AND/OR MOISTURE FROM GRAIN OIL, AND RELATED	15/307,257	10/27/2016	US20170051322A1	
US	METHODS OF PROCESSING PLANT FIBER, AND RELATED COMPOSITIONS	14/699,357	4/29/2015	US20150315746A1	
US	METHODS OF PITCHING YEAST FOR FERMENTATION, AND RELATED METHODS OF FERMENTATION AND SYSTEMS	14/741,885	6/17/2015	US20150368679A1	

US	CORN BLENDS THAT INCLUDE HIGH OIL CORN AND METHODS OF MAKING ONE OR MORE BIOCHEMICALS USING HIGH OIL	14/951,111	11/24/2015	US20160145650A1	
US	ECONOMIC ETHANOL FERMENTATION SUGAR STREAM, PROCESSES AND SYSTEMS OF PRODUCING SAME	14/983,265	12/29/2015	US20160186215A1	
US	HIGH PURITY STARCH STREAM METHODS AND SYSTEMS	14/983,320	12/29/2015	US20160201091A1	
US	METHODS OF COMPRESSING LIGNOCELLULOSIC FEEDSTOCK INTO DISCRETE UNITS, AND RELATED SYSTEMS	15/085,206	3/30/2016	US20160289720A1	
US	METHODS OF REDUCING THE SIZE OF LIGNOCELLULOSIC FEEDSTOCK, AND RELATED SYSTEMS	15/153,515	5/12/2016	US20160333519A1	
US	PROPAGATING MICROORGANISMS AND RELATED METHODS AND SYSTEMS	15/736,938	12/15/2017		
US	Zein as puffing agent and texturizer	15/743,863	1/11/2018		
US	Methods of Extracting Inorganic Nutrients from Pretreated Biomass to form a Fertilizer Composition,	15/293,446	10/14/2016	US20170107159A1	
US	SYSTEMS AND METHODS FOR PROCESSING LIGNOCELLULOSIC BIOMASS FOR A BIOCHEMICAL FERMENTATION PROCESS	62/563,414	9/26/2017		
US	Systems and Methods for Dewatering a Slurry that includes Lignocellulosic Biomass and Liquid	62/532,228	7/13/2017		
US	Vegetable Oil and Asphalt Compositions and Methods of Using the Same	15/604,214	5/24/2017		
US	Use of Esterase to Enhance Ethyl Ester Content in Fermentation Media	62/510,551	5/24/2017		
US	Screw Press Oil Extraction from Wet Cake	62/544,542	8/11/2017		
US	Remediation of Toxins in Biorefinery Process Streams	62/539,226	7/28/2017		
US	Fermentation of Hydrolyzed Paper Pulp Sludge	62/554,430	9/5/2017		
US	Yeast Propagation using Paper Pulp Sludge	62/554,434	9/5/2017		
US	Methods for propagating microorganisms for fermentation and related methods and systems	62/587,310	11/16/2017		
US	METHODS AND SYSTEMS FOR PROPAGATING MICROORGANISMS ON STILLAGE COMPOSITIONS	62/598,717	12/14/2017		
US	Oil fractionation and related products	62/628,380	2/9/2018		
US	Feedstock-derived compositions and processes of making same	14/599329	1/16/2015	20150181911	
US	System for treatment of biomass to facilitate the production of ethanol			20120129234	

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Class/Goods	App#.	Regist. #	Country
POET, LLC	JIVE	01 - chemicals sold in bulk - Asphalt rejuvenator in the nature of chemical additives for use as an asphalt rejuvenator	87/285,862	5,309,602	US