

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POET Nutrition, Inc.		12/28/2018	Corporation: SOUTH DAKOTA
POET Research, Inc.		12/28/2018	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88046476	PROPELLET	
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:	12/31/2018		
Total Attachments: 8			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of December 28, 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 dated as of March 30, 2018 (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 defined in the Credit Agreement).

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 dated as of March 30, 2018 (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.

7. Supplemental Lien.

This Agreement and the security interest granted hereunder are in addition to, and not in replacement of or substitution for, the Patent and Trademark Security Agreement dated as of March 30, 2018 (the “**Existing Patent and Trademark Security Agreement**”) among POET, LLC, POET Investments, Inc., POET Research, Inc. and the Administrative Agent and the security interest granted thereunder. This Agreement does not constitute a release of any lien or security interest granted under the Existing Patent and Trademark Security Agreement, which remains in full force and effect on the date hereof.

Signature pages follow.

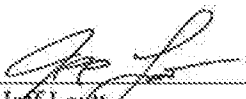
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTOR:

POET NUTRITION, INC.

By: 
Name: Jeff Laitt
Title: Chief Operating Officer

POET RESEARCH, INC.

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

Signature Page to Patent and Trademark Security Agreement

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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: William Hendricks
Name: William Hendricks
Title: Vice President

Signature Page to Patent and Trademark Security Agreement

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Schedule A
PATENTS AND PATENT APPLICATIONS

Owner: POET Research, Inc.

POET Internal Reference	Country	Application Number	Filing Date	Publication Number	Patent Number	Status	Status Date	Official Title
PT-001-US17	US	15/957,818	4/19/2018			Filed	4/19/2018	Methods and systems for producing ethanol using raw starch and fractionation
PT-067-US03	US	15/958,895	4/20/2018	US20180237869		Filed	4/23/2018	Systems and methods for acid recycle
PT-100-US02	US	15/778,567	5/23/2018			Filed	5/23/2018	Using dissolved oxygen to inhibit lactic acid production during propagation of yeast and/or hydrolys of lignocellulosic biomass
PT-102-US02	US	15/153,515	5/12/2016	20160333519	9,963,823	Issued	5/8/2018	Methods of reducing the size of lignocellulosic feedstock, and related systems
PT-107-US02	US	15/762,039	3/21/2018	US2018/0273988		Filed	3/21/2018	Methods and systems for obtaining oil from a stillage composition and/or a beer composition
PT-109-US01	US	09/763,449	5/1/2001	US 2002192774 A1	US 6555350	Issued	4/29/2003	A method for processing lignocellulosic material
PT-110-US02	US	16/302,864	11/19/2018			Filed	12/12/2018	Methods of removing one or more compounds from a lignocellulosic hydrolysate via gas stripping, and related systems
PT-114-US03	US	16/142,321	9/26/2018			Filed	9/26/2018	Systems and methods for processing lignocellulosic biomass for a biochemical fermentation process

PT-115-US02	US	16/033,705	7/12/2018			Filed	7/12/2018	Systems and Methods for Dewatering a Slurry that includes Lignocellulosic Biomass and Liquid
PT-116-US03	US	15/988,794	5/24/2018	US 20180340197		Filed	6/20/2018	Use of esterase to enhance ethyl ester content in fermentation media
PT-116-US04	US	15/988,836	5/24/2018	20180340067		Filed	7/10/2018	Enhanced ethyl ester containing oil compositions and methods of making and using the same
PT-117-US02	US	16/101,256	8/10/2018			Filed	8/10/2018	Systems and methods for extracting oil from plant material
PT-118-US02	US	16/050,681	7/31/2018			Filed	7/31/2018	Remediation of toxins in biorefinery process streams
PT-119-US03	US	16/122,401	9/5/2018			Filed	9/5/2018	Methods and systems for propagation of a microorganism using a pulp mill and/or a paper mill waste by-product, and related methods and systems
PT-120-US01	US	62/587,310	11/16/2017			Filed	11/17/2017	Methods for propagating microorganisms for fermentation and related methods and systems
PT-120-US02	US	16/193,485	11/16/2018			Filed	11/16/2018	Methods for propagating microorganisms for fermentation and related methods and systems
PT-121-US01	US	62/598,717	12/14/2017			Filed	12/14/2017	Methods and systems for propagating microorganisms on stillage compositions
PT-122-US01	US	62/628,380	2/9/2018			Filed	2/9/2018	Methods of refining a grain oil composition to make one or more grain oil products, and related systems
PT-123-US01	US	62/680,493	6/4/2018			Filed	6/4/2018	Methods of improving microbial productivity
PT-124-US01	US	62/683,347	6/11/2018			Filed	6/11/2018	Vegetable oil anti-foam compositions,

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Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Country
POET Nutrition, Inc.	PROPELLET	88046476	July 20, 2018	US