

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oberon Fuels, Inc.		02/05/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Ruben S. Martin, III		
Street Address:	4200 Stone Road		
City:	Kilgore		
State/Country:	TEXAS		
Postal Code:	75662		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86393811		
Serial Number:	86393767		
Serial Number:	86389987	DME	
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>			
Email:	billieann.sweeney@martinmlp.com		
Correspondent Name:	Billie Ann Sweeney		
Address Line 1:	4200 STone Road		
Address Line 4:	Kilgore, TEXAS 75662		
NAME OF SUBMITTER:	Billie Ann Sweeney		
SIGNATURE:	/Billie Ann Sweeney/		
DATE SIGNED:	09/16/2020		
Total Attachments: 6			
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OP \$90.00 86393811

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of February 5, 2020 is made by OBERON FUELS, INC., a Delaware corporation ("*Debtor*"), in favor of RUBEN S. MARTIN, III, an individual ("*Secured Party*").

WHEREAS, Debtor has executed an Advancing Term Note payable to Secured Party of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Advancing Term Note*");

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Advancing Term Note, Debtor has agreed to grant to Secured Party a security interest in all Intellectual Property of Debtor as security for the repayment of the obligations evidenced by the Advancing Term Note (the "*Obligations*"); and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agrees as follows:

1. Definitions. Terms defined in the Advancing Term Note have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Advancing Term. Debtor does hereby acknowledge and confirm that the rights and remedies of Secured Party with respect to the Obligations are more fully set forth in the Advancing Term Note, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

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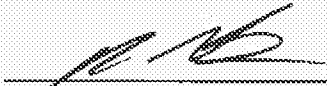
The parties have executed this Intellectual Property Security Agreement as of the day, month and year first written above.

DEBTOR:

OBERON FUELS, INC.

By: Rebecca Boudreaux
Rebecca Boudreaux, President

SECURED PARTY:

By: 
Raben S. Martin, III

SCHEDULE A

PATENTS

Patent Number	Title	Issue Date
8,378,159	Process and System for Converting Biogas to Liquid Fuels	February 19, 2013
8,809,603	Process and System for Converting Biogas to Liquid Fuels	August 19, 2014

SCHEDULE B

TRADEMARKS

USPTO Serial Number	Date Registered
86393811	December 22, 2015
86393767	December 22, 2015
86389987	December 22, 2015

SCHEDULE C

COPYRIGHTS

None