

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Aurora Algae, Inc.
3325 Investment Blvd.
Hayward, CA 94545

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara**
State: **CA**
Country: **USA**
Zip: **95054**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **November 4, 2011**

Assignment Merger
 Security Agreement Change of Name
 Other :

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, CA**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
85172947 85386954 85387012	
85172974 85386990	
85172998 85387104	
85173014 85387141	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **clis-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: 9


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 240.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **1640**
Expiration Date **10/13**

b. Deposit Account Number
Authorized User Name

9. Signature:  _____ Date: 11/8/11

Signature _____
Joseph D Borgman
Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document:

OP \$240.00 8517294

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between (i) AURORA ALGAE, INC., a Delaware corporation ("Grantor"), and (ii) SILICON VALLEY BANK, a California corporation, as agent for the Lenders (as defined below) ("Secured Party").

RECITALS

A. Grantor, Secured Party and certain lenders named therein (the "Lenders") entered into that certain Loan and Security Agreement by and between Secured Parties and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) pursuant to which the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party and Lenders a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party and Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party and Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party and Lenders under the Loan Agreement. The rights and remedies of Secured Party and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party and Lenders as a matter of law or equity. Each right, power and remedy of Secured Party and Lenders provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party and Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party and Lenders, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3325 Investment Boulevard
Hayward, California 94545

Attn:

AURORA ALGAE, INC. a Delaware corporation

By: James C. Hartson

Title: CFO

SECURED PARTY:

Address of Secured Party:

555 Mission Street, 9th Floor
San Francisco, California 94105

Attn: Dan Baldi

SILICON VALLEY BANK, as Collateral Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers (hereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3325 Investment Boulevard
Hayward, California 94545

Attn:

AURORA ALGAE, INC. a Delaware corporation

By: _____

Title: _____

SECURED PARTY:

Address of Secured Party:

556 Mission Street, 9th Floor
San Francisco, California 94105

Attn: Dan Baldi

SILICON VALLEY BANK, as Collateral Agent

By: *Dan Baldi*

Title: Relationship Manager

EXHIBIT A

COPYRIGHTS

None

EXHIBIT B

PATENTS

Description	Registration/Application Number	Registration/Application Date
Systems and Methods for Maintaining the Dominance of Nannochloropsis in an Algae Cultivation System	12/321,767	1/22/09
VCP-Based Vectors for Algal Cell Transformation	12/480,635	6/8/09
Systems, Methods, and Media for Circulating Fluid in an Algae Cultivation Pond	12/485,862	6/16/09
Systems, Methods, and Media for Circulating and Carbonating Fluid in an Algae Cultivation Pond	12/494,179	6/29/09
Bidirectional Promoters in Nannochloropsis	12/706,683	2/16/10
Homologous Recombination in an Algal Nuclear Genome	12/581,812	10/19/09
Clarification of Suspensions	12/485,847	6/17/09
Nozzles for Circulating Fluid in an Algae Cultivation Pond	12/495,690	6/30/09
Optimization of Circulation of Fluid in an Algae Cultivation Pond	13/098,338	4/29/11
Transformation of Algal Cells	12/480,611	6/8/09
Efficient light harvesting	12/704,035	2/11/10
High-Efficiency Homologous Recombination in the Oil Producing Alga, Nannochloropsis sp.	13/246,700	9/27/10
Conversion of Saponifiable Lipids into Fatty Esters	13/078,889	4/1/11
Desaturases	61/480,353	4/28/11
Elongases	61/480,364	4/28/11
DCMU Resistance in Nannochloropsis	61/494,330	6/7/11
Glyphosate Application in Aquaculture	12/220,668	7/24/08
The Use of 2-Hydroxy-5-Oxoproline in Conjunction with Algae	12/492,077	6/26/09
Systems and Methods for Maintaining the Dominance and Increasing the Biomass Production of Nannochloropsis in an Algae Cultivation System	12/322,668	2/4/09
Backward-Facing Step	12/631,567	12/4/09
Systems & methods for extracting lipids from & dehydrating wet algal biomass	12/610,134	10/30/09
Methods and Compositions for Production and Purification of Biofuels from Plants and Microalgae	11/985,183	11/13/07
Optimization of Response to Light	12/488,106	6/19/09
genes for enhanced lipid metabolism for accumulation of lipids.	13/011,809	1/21/11
Methods for Concentrating Microalga	12/339,521	12/19/08

TRADEMARK

REEL: 004662 FRAME: 0555

Siliceous Particles	12/494,170	6/29/09
Manipulation of an Alternative Respiratory Pathway in Photo-Autotrophs	12/840,269	7/20/10
Systems & methods for extracting lipids from & dehydrating wet algal biomass	12/983,767	1/3/11
Fresh Water Production for Algae Cultivation	61/487,687	5/18/11
Cyanobacterial Isolates Having Auto-Flocculation and Settling Properties	12/495,581	6/30/09
Systems and Methods for Extracting Lipids from Wet Algal Biomass	12/485,027	6/15/09
Extraction from Suspensions	12/544,079	8/19/09
Processing Lipids	12/571,229	9/30/09

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
Aurora Algae	85172947	11/12/10
Growing Natural Solutions	85172974	11/12/10
Aurora Algae	85172998	11/12/10
Aja	85173014	11/12/10
A2 EPA Pure	85386954	8/2/11
A2 Feed	85386990	8/2/11
A2 Omega 3	85387104	8/2/11
A2 Protein	85387141	8/2/11
A2 Fuel	85387012	8/2/11

EXHIBIT D

MASK WORKS

None