Assignment

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accordant Energy, LLC Accordant Energy		06/25/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Keeneland Capital Keeneland Capital, LLC
Street Address:	2820 Selwyn Avenue
Internal Address:	Suite 550
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES North Carolina

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86201781	ACCORDANT ENERGY

CORRESPONDENCE DATA

mail: ipdocket@maynardcooper.com

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.

Correspondent Name:

C. Brandon Browning

13251-0039

Address Line 1:

1901 Sixth Avenue North

Address Line 2:

2400 Regions/Harbert Plaza

Address Line 4:

Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER:

Brandon Browning

Signature:

/brandonbrowning/

Date:

06/26/2014

Total Attachments: 11

Assignment

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RECEIPT INFORMATION

ETAS ID:

TM308865

Receipt Date:

06/26/2014

Fee Amount:

\$40

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of June 25, 2014, by and between **KEENELAND CAPITAL**, **LLC** (the "<u>Secured Party</u>"), and **ACCORDANT ENERGY**, **LLC**, a Delaware limited liability company (the "<u>Debtor</u>").

RECITALS

- A. The Debtor has executed to the order of and in favor of the Secured Party that certain Promissory Note and Security Agreement dated the date hereof (the "Note"), pursuant to which the Secured Party is making a loan in the principal amount of Five Hundred Seventy-Five Thousand Dollars and No/100 (\$575,000.00) in accordance with the terms of the Note.
- B. Pursuant to the terms of the Note and in order to induce the Secured Party to extend the credit evidenced by the Note, the Debtor has granted the Secured Party a security interest in and lien on, all of the Debtor's right, title and interest in and to the Collateral (as defined in the Note), including, without limitation, the Intellectual Property Collateral (as defined below).

AGREEMENT

The Debtor hereby grants to the Secured Party, a security interest in and lien on, and confirms and ratifies the grant of a security interest in and lien on, all of the Debtor's right, title and interest in and to the intellectual property of the Debtor, including, without limitation, the intellectual property listed on Exhibit A (Copyrights), Exhibit B (Patents) and Exhibit C (Trademarks) to this Agreement, and (a) all license fees, royalty fees and other proceeds and income in any form from the manufacture, license, sale, distribution or use of such intellectual property, (b) all goodwill associated with such intellectual property, (c) all continuations, renewals, divisions, extensions, continuations-in-part, reexaminations and reissues of such intellectual property, and (d) all rights to sue and other claims by the Debtor for past, present or future infringement of, or dilution of, or other damages to the goodwill of, any such intellectual property (collectively, the "Intellectual Property Collateral").

The Debtor agrees to notify the Secured Party as promptly as practicable, and in any event within ten (10) days, of the Debtor's registration, acquisition or adoption of any copyright, patent or trademark not listed on Exhibits A, B or C to this Agreement. Any such copyright, patent or trademark that the Debtor registers, acquires or adopts is to thereafter be deemed a part of the Intellectual Property Collateral. The Debtor agrees to execute and deliver, at the Debtor's sole cost and expense, all such security agreements, assignments, mortgages or other documents or filings the Secured Party deems, in the Secured Party's sole and absolute discretion, necessary or advisable to preserve and perfect the Secured Party's security interest in and lien on all of the Debtor's right, title and interest in and to the Intellectual Property Collateral. The Debtor agrees to record with all appropriate agencies or authorities, at the Debtor's sole cost and expense, all such documents and other instruments the Secured Party deems, in the Secured Party's sole and absolute discretion, necessary or advisable to preserve and perfect the Secured Party's security interest in and lien on all of the Debtor's right, title and interest in and to the Intellectual Property Collateral.

The security interest and lien granted pursuant to this Agreement are granted in connection with the security interest and lien granted pursuant to the Note. The Debtor acknowledges that the Secured Party's rights and remedies with respect to the Secured Party's security interest in and lien on the Intellectual Property Collateral are in addition to those rights and remedies provided in the Note, and any other rights and remedies available at law or equity, and that this Agreement confers no obligations on the Secured Party. This Agreement is to be governed by and construed and enforced in accordance with the

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laws of the State of North Carolina, without regard to any applicable conflicts of laws principles. The Secured Party's security interest in and lien on the Intellectual Property Collateral are subject to and can be modified or terminated only in accordance with the terms of the Note.

The Debtor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Debtor hereunder, without the signature of the Debtor where permitted by law.

The Debtor and the Secured Party are permitted to execute this Agreement in any number of counterparts, each of which when so executed and delivered, is to be an original, but each counterpart together is to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission is to constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Debtor and the Secured Party transmitted by facsimile or other electronic transmission are to be deemed to be their original signatures for any purpose whatsoever. This Agreement is to be deemed made under seal.

[Signature Page Follows]

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The Debtor and the Secured Party, intending to be legally bound, have caused this Agreement to be executed by a duly authorized representative as of the date first set forth above.

	DEBTOR: ACCORDANT ENERGY, LLC By: Mame: Robert M. Zulandi Title: CEO	[SEAL]
Acknowledged and Agreed:		
SECURED PARTY:		
KEENELAND CAPITAL, LLC		
By: Name: Title:	[SEAL]	

The Debtor and the Secured Party, intending to be legally bound, have caused this Agreement to be executed by a duly authorized representative as of the date first set forth above.

DEBTOR:

[SEAL]

ACCORDANT ENERGY, LLC

By:	[SEAI	,
Name:		Ĭ
By:Name:		
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	•	

Acknowledged and Agreed:

SECURED PARTY:

KEENELAND/CAPITAL

Name: A. LUE LENG TARRO

Title: SOLE MEMBERZ

Intellectual Property Security Agreement

EXHIBIT A

COPYRIGHTS

None.

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EXHIBIT B

PATENTS

(See attached)

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Accordant Energy, LLC Patents and Pending Patents

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penssl	Jan-08-2013								New Constitution of the	May-21-2013	Jun-05-2012		Feb-26-2013	ann maandan dool da ka	Apr-17-2012	Apr-17-2012	Jun-05-2012	Sept-3-2013
Patent No.	8,349,034				-malacati shanka sa na kwana ka kama ya	Administration of the Control of the		and the second s	ANNERS CONTRACT	8,444,721	8,192,512	onorconacción de la contraction de la contractio	8,382,863	20-00000000000000000000000000000000000	8,157,874	8,157,875	8,192,513	8,523,962
Filed	Jun-25-2009	Dec-07-2012	Jun-25-2009	Jun-25-2009	Jun-25-2009	May-25-2011	Mar-30-2011	Jun-25-2009	Jun-25-2009	Dec-22-2009	Apr-05-2011	Apr-14-2011	Apr-14-2011	Apr-14-2011	Apr-14-2011	Apr-14-2011	Apr-14-2011	Jun-04-2012
Application No.	12/492,093	13/708,328	200980125169.7	09771071.9	395/CHENP/2011	200980125168.2	2300576	446/CHENP/2011	12/492,096	12/644,974	13/080,351	13/087,108	13/087,111	13/087,115	13/087,117	13/087,120	13/087,126	13/488,074
Country	U.S.	U.S.	China	Europe	India	China	Europe	India	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.
Patent Title	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS	ENGINEERED FUEL FEED STOCK USEFUL FOR DISPLACEMENT OF COAL IN COAL FIRING PLANTS	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK	ENGINEERED FUEL FEED STOCK

Patent Title	Country	Application No.	Filed	Patent No.	penssl
ENGINEERED FUEL FEED STOCK	U.S.	13/708,532	Dec-07-2012	erration erroration	
SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE	China	200980125176.7	Jun-25-2009		gwaden 4 referrii ila oorus
SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE	India	415/CHENP/2011	Jun-25-2009		grange (Al-Maria Carlo Anthrone)
SYSTEM AND METHOD FOR INTEGRATED WASTE STORAGE	U.S.	12/491,650	Jun-25-2009		geloonies soort (terres)
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	U.S.	12/949,982	Nov-19-2010	8,382,862	Feb-26-2013
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	China	201080064580.0	Nov-19-2010		wat is dischoured and a few of the control of the c
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	Europe	10839960.1	Nov-19-2010		ma dala selectronia a cita a minima de la companio
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	Japan	2012-545958	Nov-19-2010		
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	U.S.	13/329,028	Dec-16-2011	8,617,264	Dec-31-2013
SORBENT CONTAINING ENGINEERED FUEL FEED STOCK	U.S.	14/086,662	Nov-21-2013	en samuel en	
MITIGATION OF HARMFUL COMBUSTION EMISSIONS USING SORBENT CONTAINING ENGINEERED FUEL FEED STOCKS	U.S.	13/754,343	Jan-30-2013	8,585,787	Nov-19-2013
MITIGATION OF HARMFUL COMBUSTION EMISSIONS USING SORBENT CONTAINING ENGINEERED FUEL FEED STOCKS	U.S.	14/048,907	Oct-08-2013	NOTEN AND AND AND AND AND AND AND AND AND AN	
MITIGATION OF HARMFUL COMBUSTION EMISSIONS USING SORBENT CONTAINING ENGINEERED FUEL FEED STOCKS	PCT	PCT/US2013/023 498	Jan-28-2013	en observant se similar la los entre d'acceptantes en la constitución de la constitución de la constitución de	
PROCESS FOR COGASIFYIG AND COFIRING ENGINEERED FUEL WITH COAL	China	201280030501.3	Apr-23-2012	**************************************	Acquire and the second
PROCESS FOR COGASIFYIG AND COFIRING ENGINEERED FUEL WITH COAL	Europe	12774116.3	Apr-23-2012	······································	2000 MARIA PARA PARA PARA PARA PARA PARA PARA

Patent Title	Country	Application No.	Filed	Patent No.	penssl
PROCESS FOR COGASIFYIG AND COFIRING ENGINEERED FUEL WITH COAL	U.S.	13/453,791	Apr-23-2012	August and August Augus	
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCKS FROM WASTE MATERIAL	China	210280037607.6	Jun-01-2012	a en	
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCKS FROM WASTE MATERIAL	Europe	12727511.3	Jun-01-2012		
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCKS FROM WASTE MATERIAL	U.S.	13/486,488	Jun-01-2012	990(4) 44-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	
SYSTEMS AND METHODS FOR PROCESSING A HETEROGENEOUS WASTE STREAM	U.S.	13/486,484	Jun-01-2012	STATE OF THE PROPERTY OF THE P	
SYSTEMS AND METHODS FOR PROCESSING A HETEROGENEOUS WASTE STREAM	U.S.	13/535,474	Jun-28-2012	8,459,581	Jun-11-2013
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCKS FROM WASTE MATERIAL	U.S.	13/535,476	Jun-28-2012	8,579,997	Nov-12-2013
SYSTEMS AND METHODS FOR PROCESSING A HETEROGENEOUS WASTE STREAM	U.S.	13/891,528	May-10-2013	8,636,235	Jan-28-2014
SYSTEMS AND METHODS FOR PROCESSING A HETEROGENEOUS WASTE STREAM	U.S.	13/963,552	Aug-09-2013	8,745,599	Jun-10-2014
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCK WITH REDUCED CHLORINE CONTENT	U.S.	13/891,530	May-10-2013		
SYSTEMS AND METHODS FOR PRODUCING ENGINEERED FUEL FEED STOCK WITH REDUCED CHLORINE CONTENT	PCT	PCT/US2013/040 597	Nov-14-2013		

EXHIBIT C

TRADEMARKS

(See attached)

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MARK Current Owner	COUNTRY	SERIAL/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	HISTORY & CURRENT STATUS
Accordant Energy Accordant Energy, LLC	United States	Serial No. 86201781	Class 1: Chemical additives for fuel Class 4: Fuel	Filed 2/24/2014
			Class 40: Material management services, namely, recycling, reclamation and processing of usable waste materials for production of post-recycling product, waste processing, waste management; solid waste management services; recycling and reclamation of waste materials for production of energy generating products; custom manufacture of energy-efficiency products	
ReEngineered Feedstock & Design	United States	Serial No. NOT YET FILED	Class 1: Chemical additives for fuel Class 4: Fuel	NOT YET FILED
			Class 40: Material management services, namely, recycling, reclamation and processing of usable waste materials for production of post-recycling product, waste processing, waste management; solid waste management services; recycling and reclamation of waste materials for production of energy generating products; custom manufacture of energy-efficiency products	

RECORDED: 06/26/2014

Accordant Energy, LLC Trademark Status Chart