

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GreenShift Corporation	FORMERLY GS CleanTech Corporation	12/31/2015	CORPORATION: DELAWARE
Viridius Capital LLC		12/31/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
GS CleanTech Corporation	FORMERLY GS Ethanol Technologies, Inc.	12/31/2015	CORPORATION: DELAWARE
GS Coes (Yorkville I), LLC		12/31/2015	LIMITED LIABILITY COMPANY: NEW YORK
GS Design, Inc.	FORMERLY Warnecke Design Service, Inc.	12/31/2015	CORPORATION: OHIO
GS Rentals, LLC	FORMERLY Warnecke Rentals, LLC	12/31/2015	LIMITED LIABILITY COMPANY: OHIO
GreenShift Engineering, Inc.		12/31/2015	CORPORATION: DELAWARE
GS AgriFuels Corporation		12/31/2015	CORPORATION: DELAWARE
NextGen Acquisition, Inc.		12/31/2015	CORPORATION: DELAWARE
NextGen Fuel Inc.		12/31/2015	CORPORATION: DELAWARE
Sustainable Systems, Inc.		12/31/2015	CORPORATION: MONTANA
Sustainable Systems LLC		12/31/2015	LIMITED LIABILITY COMPANY: MONTANA
GS Global Biodiesel, LLC		12/31/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
GS Big Management, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
GS COES (Adrian I), LLC		12/31/2015	CORPORATION: DELAWARE
GS Technology, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
EcoSystem Technologies, LLC		12/31/2015	LIMITED LIABILITY COMPANY: MINNESOTA
Genarex LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YA Global Investments, LP		
<b>Street Address:</b>	101 Hudson Street		
<b>Internal Address:</b>	Suite 370		

OP \$40.00 461699

<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4616699	GREENSHIFT

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F160555
<b>NAME OF SUBMITTER:</b>	Janet S. Wamsley
<b>SIGNATURE:</b>	/Janet S. Wamsley/
<b>DATE SIGNED:</b>	01/07/2016

**Total Attachments: 18**

source=Greenshift TM Filing#page2.tif  
source=Greenshift TM Filing#page3.tif  
source=Greenshift TM Filing#page4.tif  
source=Greenshift TM Filing#page5.tif  
source=Greenshift TM Filing#page6.tif  
source=Greenshift TM Filing#page7.tif  
source=Greenshift TM Filing#page8.tif  
source=Greenshift TM Filing#page9.tif  
source=Greenshift TM Filing#page10.tif  
source=Greenshift TM Filing#page11.tif  
source=Greenshift TM Filing#page12.tif  
source=Greenshift TM Filing#page13.tif  
source=Greenshift TM Filing#page14.tif  
source=Greenshift TM Filing#page15.tif  
source=Greenshift TM Filing#page16.tif  
source=Greenshift TM Filing#page17.tif  
source=Greenshift TM Filing#page18.tif  
source=Greenshift TM Filing#page19.tif

**SIXTH AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Sixth Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 31st day of December, 2015 by and among the parties listed on Schedule 1 attached hereto (collectively, the "GreenShift Parties"), and YA Global Investments, L.P., as collateral agent for itself and for certain other lenders (the "Secured Party"), a Cayman Island limited partnership with an office at 101 Hudson Street, Suite 3700, Jersey City, New Jersey 07302, in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, the GreenShift Parties executed and delivered that certain Intellectual Property Security Agreement dated as of January 11, 2008, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of June 30, 2009, as further amended by that certain Second Amendment to Intellectual Property Security Agreement dated as of November 2, 2009, as further amended by that certain Third Amendment to Intellectual Property Security Agreement dated as of July 30, 2010, as further amended by that certain Fourth Amendment to Intellectual Property Security Agreement dated as of February 29, 2012, and as further amended by that certain Fifth Amendment to Intellectual Property Security Agreement dated as of November 30, 2012 (as amended and in effect, the "IP Agreement") in favor of the Secured Party, pursuant to which the GreenShift Parties pledged, assigned and granted a security interest in favor of the Secured Party in the IP Collateral (as defined therein); and

WHEREAS, the GreenShift Parties and certain of their affiliates and the Secured Party have entered into a Settlement Agreement of even date herewith (the "Settlement Agreement"), pursuant to which the GreenShift Parties and the Secured Party have agreed to resolve and settle certain of the obligations owed by the GreenShift Parties to the Secured Party in exchange for certain cash payments and the execution and delivery of the Royalty Agreement to the Secured Party; and

WHEREAS, pursuant to the Settlement Agreement, the Secured Party and the GreenShift Parties have agreed to amend the terms and conditions of the IP Agreement to, among other things, limit the obligations secured by the IP Agreement to cover only the obligations owed to the Secured Party and the Participating Lenders under the Settlement Agreement, the IP Agreement, and the Royalty Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendments to IP Agreement.
  - (a) The recitals in the IP Agreement shall be deleted in their entirety and the following shall be inserted in their place:

"A. Reference is made to (a) that certain Settlement Agreement dated as of December 31, 2015 by and among the Secured Party and the Grantors, among others (as amended or modified from time to time the "Settlement Agreement");

and (b) that certain Royalty Agreement dated as of December 31, 2015 by and among the Grantors and the Secured Party (as amended or modified from time to time, the "Royalty Agreement").

B. Pursuant to the Settlement Agreement, the Secured Party has agreed to extend certain financial accommodations to the Grantors, and each Grantor acknowledges that without this Agreement, the Secured Party would not be willing to enter into the Settlement Agreement.

C. Each Grantor has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of, such Grantor.

NOW THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:"

- (b) The definition of "Secured Party" in the first paragraph of the IP Agreement shall be amended to mean the following:

"YA Global Investments, L.P. (f/k/a Cornell Capital Partners, L.P.), as collateral agent for itself and the Participating Lenders (the "Secured Party")."

- (c) The first paragraph of Section 1(b) of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

"(b) Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined in this Agreement, including its preamble and recitals, shall have the meanings set forth in the Settlement Agreement. In addition, as used herein, the following terms shall have the following meanings:"

- (d) Section 1(b) of the IP Agreement shall be amended by adding the following new definitions in the appropriate alphabetical order:

"Commercial Tort Claims" shall mean any and all tort claims held by the Grantors related to, concerning, or pertaining to the other IP Collateral, including without limitation, the claims asserted in the civil actions set forth on the attached Exhibit D.

"Event of Default" shall mean the occurrence of a default under this Agreement, the Settlement Agreement, or the Royalty Agreement.

"General Intangibles" shall have the meaning given in the UCC.

"Obligations" shall mean all obligations and liabilities of the Grantors and their respective subsidiaries and affiliates to the Secured Party and the Participating Lenders under (a) the Settlement Agreement, (b) the Royalty Agreement, and (c) this Agreement.

**“Participating Lenders”** shall mean those third party lenders that elect to opt in to the Settlement in accordance with the terms and conditions of the Settlement Agreement.

**“Permitted Liens”** shall mean the liens in favor of Exo Opportunity Fund, LLC and the New Lender.

- (e) The first paragraph of Section 2 of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“SECTION 2. Grant of Security Interest. As security for the payment or performance in full of the Obligations, each Grantor hereby grants to the Secured Party a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):”**

- (f) Section 2(h) of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“(h) All Commercial Tort Claims, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;”**

- (g) Section 4(vi) of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“(vi) Each Grantor owns, or is licensed to use, all IP Collateral in connection with the conduct of its business. Except as previously disclosed to the Secured Party in writing, no claim has been asserted and is pending by any person challenging or questioning the use by a Grantor of any of its IP Collateral, or the validity or effectiveness of any of its IP Collateral. Each Grantor considers that the use by such Grantor of the IP Collateral does not infringe the rights of any person in any material respect. Except as previously disclosed to the Secured Party in writing, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or a Grantor’s rights in, any IP Collateral in any material respect.”**

- (h) Section 10 of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“SECTION 10. Intentionally deleted.”**

- (i) Section 13 of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“SECTION 13. Intentionally deleted.”**

- (j) Section 14 of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“SECTION 14. Additional Grantors. Each subsidiary of the Grantors that was not in existence or not a subsidiary on the date of the Settlement Agreement is required to become a Grantor and to enter in this Agreement as a Grantor upon becoming a subsidiary. Such subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.”**

- (k) Section 15 of the IP Agreement shall be deleted in its entirety and the following shall be inserted in its place:

**“SECTION 15. Notices. Unless otherwise provided herein, all demands, notices, consents, service of process, requests and other communications hereunder shall be in writing and shall be delivered to the addresses provided in the Royalty Agreement.”**

- (l) Schedule 1 of the IP Agreement is hereby deleted in its entirety and **Schedule 1** attached hereto is inserted in its place.

- (m) Exhibit B to the IP Agreement is hereby amended by adding thereto the IP Collateral set forth on **Exhibit “B”** annexed hereto and incorporated herein by reference. The IP Collateral set forth in Exhibit “B” is in addition and supplemental to the IP Collateral listed on Exhibit B of the IP Agreement, and does not replace or restate any IP Collateral contained therein.

- (n) Exhibit C to the IP Agreement is hereby amended by adding thereto the IP Collateral set forth on **Exhibit “C”** annexed hereto and incorporated herein by reference. The IP Collateral set forth in Exhibit “C” is in addition and supplemental to the IP Collateral listed on Exhibit C of the IP Agreement, and does not replace or restate any IP Collateral contained therein.

- (o) The attached **Exhibit “D”** shall be added to the IP Agreement as new Exhibit D thereto.

3. **Miscellaneous:**

- (a) Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Each of the GreenShift Parties hereby ratifies, confirms and reaffirms the grant of a security interest and all of the representations, warranties and covenants therein contained.

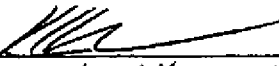
- (b) This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
- (c) As required by the IP Agreement, the GreenShift Parties shall reimburse the Secured Party for the actual legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

**[remainder of page intentionally blank]**

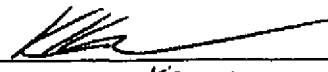
IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

**The "GREENSHIFT PARTIES"**

VIRIDIS CAPITAL LLC

By   
Name: KEVIN KREISLER  
Title: MANAGING MEMBER

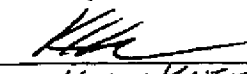
GREENSHIFT CORPORATION  
(f/k/a GS CleanTech Corporation)

By   
Name: KEVIN KREISLER  
Title: CHIEF EXECUTIVE OFFICER

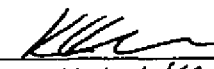
GS CLEANTECH CORPORATION  
(f/k/a GS Ethanol Technologies, Inc.)

By   
Name: KEVIN KREISLER  
Title: CHIEF EXECUTIVE OFFICER

GS COES (YORKVILLE I), LLC

By   
Name: KEVIN KREISLER  
Title: Manager

GREENSHIFT ENGINEERING, INC.  
(f/k/a GS Carbon Dioxide Technologies, Inc.)


By   
Name: KEVIN KREISLER  
Title: CHIEF EXECUTIVE OFFICER

[SIGNATURE PAGE TO SIXTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


1-41



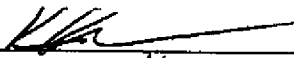
GS GLOBAL BIODIESEL, LLC,  
By GS COES (Yorkville I), its sole member

By   
Name: KEVIN KREISLER  
Title: MANAGER


GS AGRIFUELS CORPORATION

By   
Name: KEVIN KREISLER  
Title: CHIEF EXECUTIVE OFFICER


NEXTGEN ACQUISITION, INC.

By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

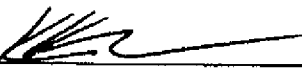
NEXTGEN FUEL INC.

By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

SUSTAINABLE SYSTEMS, INC.


By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

SUSTAINABLE SYSTEMS LLC

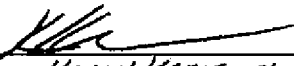
By   
Name: KEVIN KREISLER  
Title: MANAGER

[SIGNATURE PAGE TO SIXTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

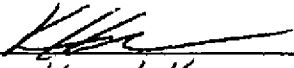
GS DESIGN, INC.  
(f/k/a Warnecke Design Service, Inc.)

By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

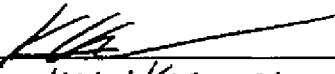
GS RENTALS, LLC  
(f/k/a Warnecke Rentals, LLC),  
by GS Design, Inc., its sole member

By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

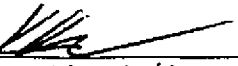
ECOSYSTEM TECHNOLOGIES, LLC,  
by Adama Energy Corporation, its sole member

By   
Name: KEVIN KREISLER  
Title: CHAIRMAN

GS BIG MANAGEMENT, LLC,  
by GS COES (Yorkville I), LLC, its sole member

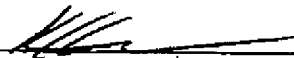
By   
Name: KEVIN KREISLER  
Title: MANAGER

GS COES (ADRIAN I), LLC


By   
Name: KEVIN KREISLER  
Title: MANAGER

[SIGNATURE PAGE TO SIXTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

GS TECHNOLOGY, LLC,  
by GS COES (Yorkville I), LLC, its sole member

By   
Name: KEVIN KREISLER  
Title: MANAGER

GENAREX LLC

By   
Name: KEVIN KREISLER  
Title: MANAGER

"SECURED PARTY"

**YA GLOBAL INVESTMENTS, L.P.**  
By: Yorkville Advisors, LLC,  
its Investment Manager

By \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO SIXTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

1-41  
TRADEMARK  
REEL: 005704 FRAME: 0346

GS TECHNOLOGY, LLC,  
by GS COES (Yorkville I), LLC, its sole member

By \_\_\_\_\_  
Name:  
Title:

GENAREX LLC

By \_\_\_\_\_  
Name:  
Title:

“SECURED PARTY”

**YA GLOBAL INVESTMENTS, L.P.**  
By: Yorkville Advisors, LLC,  
its Investment Manager

By \_\_\_\_\_  
Name: *Mark Angelo*  
Title: *Managing Member*

[SIGNATURE PAGE TO SIXTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 005704 FRAME: 0347

SCHEDULE "1"  
GreenShift Parties

<b>Name</b>	<b>Address</b>
Viridius Capital LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GreenShift Corporation (f/k/a GS CleanTech Corporation)	5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS CleanTech Corporation (f/k/a GS Ethanol Technologies, Inc.)	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS COES (Yorkville I), LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Design, Inc. (f/k/a Warnecke Design Service, Inc.)	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Rentals, LLC (f/k/a Warnecke Rentals, LLC)	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GreenShift Engineering, Inc.	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS AgriFuels Corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005

NextGen Acquisition, Inc.	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
NextGen Fuel Inc.	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Sustainable Systems, Inc.	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Sustainable Systems LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Global Biodiesel, LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Big Management, LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS COES (Adrian I), LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Technology, LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
EcoSystem Technologies, LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Genarex LLC	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005

## EXHIBIT "B"

### List of Patents and Patent Applications

<b>Application Number</b>	<b>Patent Number</b>	<b>Publication Number</b>	<b>Title</b>
14080071	NONE	20140073038	METHOD AND SYSTEMS FOR ENHANCING OIL RECOVERY FROM ETHANOL PRODUCTION BYPRODUCTS
14716198	9163142	20150247036	MULTIFUNCTIONAL BIOCOMPOSITE ADDITIVE COMPOSITIONS AND METHODS
13450997	9212334		METHODS OF PROCESSING ETHANOL BYPRODUCTS AND RELATED SUBSYSTEMS
13185841	9012668		METHOD AND SYSTEMS FOR ENHANCING OIL RECOVERY FROM ETHANOL PRODUCTION BYPRODUCTS (CHEM ADDITIVE)
12162708	8352071		METHOD OF BLENDING FUELS AND RELATED SUBSYSTEM
13157807	8489233		METHOD OF BLENDING FUELS AND RELATED SUBSYSTEM
11908891	9108104		METHOD AND SYSTEMS FOR WASHING ETHANOL PRODUCTION BY PRODUCTS TO IMPROVE OIL RECOVERY (WASH)
11856150	8168037		METHOD AND SYSTEMS FOR ENHANCING OIL RECOVERY FROM ETHANOL PRODUCTION BYPRODUCTS (CONCENTRATE-RECOVER-CONCENTRATE)
13450991	8679353		METHOD AND SYSTEMS FOR ENHANCING OIL RECOVERY FROM ETHANOL PRODUCTION BYPRODUCTS ('037 CONTINUATION)
12512708	NONE	61/084705	METHODS FOR PRODUCING LIPIDS FROM ETHANOL PRODUCTION CO-PRODUCTS BY INTRODUCING LIPID PRODUCING MICROORGANISMS

### Patent Licenses

License Agreement between GS CleanTech Corporation and Genarex FD LLC

**EXHIBIT "C"**  
**List of Trademarks and Trademark Applications**

<b>Word Mark</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Owner</b>
<b>GREENSHIFT</b>	86187155	4616699	Greenshift Corporation



EXHIBIT "D"

**EXHIBIT D**  
**Commercial Tort Claims**

1. GS CleanTech Corporation v. GEA Westfalia Separator, Inc. et al., No. 1:09-cv-08642, pending in the United States District Court for the Southern District of New York, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
2. GEA Westfalia Separator, Inc. v. GreenShift Corporation, No. 09-civ-7686 (LMM) pending in the United States District Court for the Southern District of New York
3. GS CleanTech Corporation v. Cardinal Ethanol, LLC, No. 1:10-cv-0180-LJM-DML pending in the United States District Court for the Southern District of Indiana, Indianapolis Division consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
4. GS CleanTech Corporation v. Big River Resources Galva, LLC and Big River Resources West Burlington, LLC, No. 1:10-cv-00990, pending in the United States District Court for the Northern District of Illinois, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
5. ICM, Inc. v. GS CleanTech Corporation and GreenShift Corporation, No. 09-cv-01315-WEB-KMH, pending in the United States District Court for the District of Kansas, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
6. GS CleanTech Corporation v. Lincolnland Agri-Energy, LLC, in the United States District Court, Northern District of Illinois, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
7. GS CleanTech Corporation v. Adkins Energy, LLC, No. 10-cv-04391 pending in the United States District Court, Northern District of Illinois
8. GS CleanTech Corporation v. Al-Corn Clean Fuel, LLC; Chippewa Valley Ethanol Company, LLP; Heartland Corn Products, LLC and Bush mills Ethanol, Inc., No. 10-cv-01944-PS-FLN, pending in the United States District Court for the District of Minnesota, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
9. GS CleanTech Corporation v. United Wisconsin Grain Producers, LLC, No. 10-cv-00236-wmc, pending in the United States District Court, Western District of Wisconsin, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
10. GS CleanTech Corporation v. Iroquois Bio-Energy Company, LLC, No. 10-cv-00038-JVB-PRC, pending in the United States District Court, Northern District of Indiana, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
11. GS CleanTech Corporation v. Blue Flint Ethanol, LLC, No. 10-cv-00037-DLH-CSM, pending in the United States District Court, District of North Dakota, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
12. GS CleanTech Corporation v. Lincolnway Energy, LLC, No. 10-cv-04036-DEO, pending in the United States District Court, Northern District of Iowa, consolidated to multi-district litigation in the United States District Court for the Southern District of Indiana Case No. 1:10-ml-2181
13. GS CleanTech v. Flottweg Separation Technology, Inc. and Flottweg AG, in the United States District Court for the District of Connecticut In re Method of Processing Ethanol Byproducts and Related Subsystems ('858) Patent Litigation, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML

14. GreenShift Corporation v. Andersons Albion Ethanol, LLC, pending in the Supreme Court of the State of New York, County of New York Case No. 115943/10
15. GreenShift Corporation v. Western New York Energy, LLC, pending in the Supreme Court of the State of New York, County of New York
16. GS CleanTech Corporation v. Little Sioux Corn Processors, LLLP, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
17. GS CleanTech Corporation v. Guardian Energy, LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
18. GS CleanTech Corporation v. Aemetis, Inc. et al., pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
19. GS CleanTech Corporation v. Western New York Energy, LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
20. GS CleanTech Corporation v. Southwest Iowa Renewable Energy, LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
21. GS CleanTech Corporation v. Homeland Energy Solutions LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
22. GS CleanTech Corporation v. Pacific Ethanol, Inc., pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
23. GS CleanTech Corporation v. Pacific Ethanol Stockton LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML
24. GS CleanTech Corporation v. Pacific Ethanol Magic Valley, LLC, pending in the United States District Court, Southern District of Indiana Case No.: 1:10-ml-02181-LJM-DML

## ADDITIONAL CONVEYING PARTIES

<b>Name</b>	<b>Address</b>
Viridius Capital LLC, a New Jersey limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS CleanTech Corporation (f/k/a GS Ethanol Technologies, Inc.), a Delaware corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS COES (Yorkville I), LLC, a New York limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Design, Inc. (f/k/a Warnecke Design Service, Inc.), an Ohio corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Rentals, LLC (f/k/a Warnecke Rentals, LLC), an Ohio limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GreenShift Engineering, Inc., a Delaware corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS AgriFuels Corporation, a Delaware corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005

NextGen Acquisition, Inc., a Delaware corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
NextGen Fuel Inc., a Delaware corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Sustainable Systems, Inc., a Montana corporation	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Sustainable Systems LLC, a Montana limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Global Biodiesel, LLC, a New Jersey limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Big Management, LLC, a Delaware limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS COES (Adrian I), LLC, a Delaware limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
GS Technology, LLC, a Delaware limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
EcoSystem Technologies, LLC, a Minnesota limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005
Genarex LLC, a Delaware limited liability company	c/o GreenShift Corporation 5950 Shiloh Road East, Suite N Alpharetta, Georgia 30005

1931206.1