

TO:rfax5 COMPANY:

Form PTO-1594 (Rev. 4-18)  
OMB Collection 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

01-13-20

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):

Ostara Nutrient Recovery Technologies Inc.

- Individual(s)
- Partnership
- Corporation- State: British Columbia, Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 23, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Quantius Inc., as Agent

Street Address: 1801-1 Yonge Street

City: Toronto

State: Ontario

Country: Canada Zip: M5E 1W7

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canadian
- 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) 85/010,953, 86/229,201, 86/151644, 86/151646

B. Trademark Registration No.(s) 3532577, 3865199, 3983173, 3909846, 4430398, 4545954, 4795742

Additional sheet(s) attached?  Yes  No

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

CRYSTAL GREEN, PEARL, ALL WAYS GREEN, FLOWER DESIGN LOGO, CREATING VALUE FROM WASTE, WE MAKE RECOVERY COMPLETE, OSTARA, OSTARA, PLANT-ACTIVATED, MULTIWAS, MULTIFORM

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

Name: Penny Adams-Marchetti

Internal Address: \_\_\_\_\_

Street Address: 365 Bay Street, Suite 800

City: Toronto


State: Ontario, Canada Zip: M5H 2V1

Phone Number: 416-361-4796

Docket Number: 191040

Email Address: padamsmarchetti@wildlaw.ca

6. Total number of applications and registrations involved:

11 

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:



January 2, 2020

Date

Penny Adams-Marchetti  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$265.00

TO:rfax5 COMPANY:

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 23, 2019, is made by OSTARA NUTRIENT RECOVERY TECHNOLOGIES INC. (the “**Grantor**”) in favour of QUANTIUS INC., as agent (in such capacity and together with its successors and assigns, the “**Agent**”) for itself and the other Lenders (as defined in the Loan Agreement).

WHEREAS, the Grantor, OSTARA USA, LLC, OSTARA TECHNOLOGIES, INC. and OSTARA TECHNOLOGIES YORK, LLC, as borrowers, and OSTARA EUROPE (UK) LIMITED, as guarantor, have entered into a Loan Agreement dated as of December 23, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) with the Lenders and the Agent;

AND WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

AND WHEREAS, as a condition of the Lenders agreeing to make available the credit facilities as contemplated under the Loan Agreement (the “**Credit Facilities**”), the Grantor has executed and delivered a general security agreement in favour of the Agent dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”);

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the GSA) including, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the United States Copyright Office and the United States Patent and Trademark Office and other governmental authorities;

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “**IP Collateral**”):

(A) the patents and patent applications of the Grantor set forth in Schedule A hereto (collectively, the “**Patents**”);

(B) the trademark and service mark registrations and applications of the Grantor set forth in Schedule B hereto, together with the goodwill symbolized thereby (collectively, the “**Trademarks**”);

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

(D) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

TO:rfax5 COMPANY:

(E) 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 the Grantor accruing thereunder or pertaining thereto;

(F) 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;

(G) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(H) all proceeds and products of the foregoing, including without limitation 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 IP Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Loan Agreement and any other related credit documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Copyright Office and the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


*[Signature page follows]*

TO:rfax5 COMPANY:

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

OSTARA NUTRIENT RECOVERY TECHNOLOGIES  
INC.

By:   
Name: DAN PALMER  
Title: PRESIDENT

*[Signature page - IP Security Agreement]*

TO:rfax5 COMPANY:

Schedule B to the  
IP Security Agreement




TRADEMARKS

Grantor:

TO:rfax5 COMPANY:

Schedule B to the  
US IP Security Agreement

## TRADEMARKS

Mark	Jurisdiction	Application/Mark Number	Owner	Expiration Date
CRYSTAL GREEN	Canada	TMA717588	Ostara Nutrient Recovery Technologies Inc	27-Jun-2023
PEARL	Canada	TMA760919	Ostara Nutrient Recovery Technologies Inc	04-Mar-2025
ALL WAYS GREEN	Canada	TMA790894	Ostara Nutrient Recovery Technologies Inc	15-Feb-2026
Flower Design Logo 	Canada	TMA776695	Ostara Nutrient Recovery Technologies Inc	09-Sep-2025
CREATING VALUE FROM WASTE	Canada	TM854371	Ostara Nutrient Recovery Technologies Inc	02-Jul-2028
WE MAKE RECOVERY COMPLETE	Canada	1476209	Ostara Nutrient Recovery Technologies Inc	
OSTARA	Canada	TMA934138	Ostara Nutrient Recovery Technologies Inc	07-Apr-2031
OSTARA	Canada	TMA855514	Ostara Nutrient Recovery Technologies Inc	17-Jul-2028
PLANT-ACTIVATED	Canada	1666248	Ostara Nutrient Recovery Technologies Inc	
CRYSTAL GREEN	China	10675407	Ostara Nutrient Recovery Technologies Inc	06-Jul-2023
CRYSTAL GREEN in Chinese	China	10675406	Ostara Nutrient Recovery Technologies Inc	
CRYSTAL GREEN	European Union	005350186	Ostara Nutrient Recovery Technologies Inc	02-Oct-2026
PEARL	European Union	007604168	Ostara Nutrient Recovery Technologies Inc	16-Feb-2029
ALL WAYS GREEN	European Union	008637555	Ostara Nutrient Recovery Technologies Inc	
Flower Design Logo 	European Union	008637381	Ostara Nutrient Recovery Technologies Inc	23-Oct-2019
WE MAKE RECOVERY COMPLETE	European Union	009085259	Ostara Nutrient Recovery Technologies Inc	
CREATING VALUE FROM WASTE	European Union	009362831	Ostara Nutrient Recovery Technologies Inc	09-Sep-2020
CRYSTAL GREEN	United States	3532577	Ostara Nutrient Recovery Technologies Inc	11-Nov-2026
PEARL	United States	3865199	Ostara Nutrient Recovery Technologies Inc	19-Oct-2020
ALL WAYS GREEN	United States	3983173	Ostara Nutrient Recovery Technologies Inc	28-Jun-2021
Flower Design Logo 	United States	3909846	Ostara Nutrient Recovery Technologies Inc	25-Jan-2021
CREATING VALUE FROM WASTE	United States	4430398	Ostara Nutrient Recovery Technologies Inc	12-Nov-2019
WE MAKE RECOVERY COMPLETE	United States	85/010,953	Ostara Nutrient Recovery Technologies Inc	
OSTARA	United States	4545954	Ostara Nutrient Recovery Technologies Inc	10-Jun-2020
OSTARA	United States	4795742	Ostara Nutrient Recovery Technologies Inc	18-Aug-2021
PLANT-ACTIVATED	United States	86/229,201	Ostara Nutrient Recovery Technologies Inc	
MULTIWAS	United States	86/151644	Ostara Nutrient Recovery Technologies Inc	10-Feb-2021
MULTIFORM	United States	86/151646	Ostara Nutrient Recovery Technologies Inc	10-Feb-2021

TRADEMARK

RECORDED: 01/13/2020

REEL: 006903 FRAME: 0420