

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS 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)

Rodenburg Biopolymers B.V.
Denariusstraat 19
4903 RC Oosterhout
The Netherlands

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Coöperatieve Rabobank 3B Hoek U.A.

Internal Address: _____

Street Address: Dorpsstraat 39

City: Bergschenhoek

State: _____

Country: The Netherlands Zip: 2661 CE

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

Execution Date(s) November 29, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,482,341

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert P. Michal

Internal Address: Frishauf, Holtz, Goodman & Chick, P.C.

Street Address: 220 Fifth Avenue

City: New York

State: New York Zip: 10001-7708

Phone Number: (212) 319-4900

Fax Number: (212) 318-5101

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1118
Expiration Date 10/2008

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

December 1, 2005

Date

ROBERT P. MICHAL 35,614

Name of Person Signing

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

6

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

OP \$40.00 6482341



HOLLAND VAN GIJZEN

ATTORNEYS AT LAW AND
CIVIL-LAW NOTARIES

KZ.HL
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PLEDGING **BY RODENBURG BIOPOLYMERS B.V.**

This twenty ninth day of November twothousand five, _____
appeared before me, mr. MAARTEN WILLEM VAN DER ZANDEN, _____
a civil-law notary practising in Eindhoven; _____
mr. KRISHNA VAN ZUNDERT, born at Amravati (India) on the twenty-ninth day of
September nineteen hundred seventy-five, employed and choosing domicile at my civil
law notary's office (5613 AM Eindhoven, Prof. Dr. Dorgelolaan 14), _____

1. for the purpose of this document acting as the person holding a written power of —
attorney, in execution of the below juristic acts, of: _____
the private company with limited liability: _____

RODENBURG BIOPOLYMERS B.V., with its registered office in Oosterhout —
(NB) and its principal place of business at 4903 RC Oosterhout, Denariusstraat 19,
listed in the trade register of the Chamber of Commerce and Industry for West-
Brabant as file number 20101236; _____

Rodenburg Biopolymers B.V. hereinafter also referred to as: the Pledgor; _____
2. for the purpose of this document acting as person holding a verbal power of _____
attorney, the existence of which power of attorney has been proved satisfactorily to
me, civil-law notary, in execution of the below juristic acts, of: _____
the cooperative society under Dutch law: _____

COÖPERATIEVE RABOBANK 3B HOEK U.A., with its registered office in —
Bergschenhoek and its place of business at 2661 CE Bergschenhoek, Dorpsstraat —
39, listed in the trade register of the Chamber of Commerce and Industry for —
Rotterdam as file number 24070424, _____

Coöperatieve Rabobank 3B Hoek U.A. hereinafter also referred to as: the Pledgee.

The power of attorney referred to under 1 appears from a private instrument to be —
attached to this deed. _____

The person appearing, acting in the above capacity, certified: _____

1. The Pledgee has claims on the Pledgor. _____
2. The Pledgor and the Pledgee have agreed that as security for the payment of all —
that the Pledgor and the private company with limited liability: _____
A. Rodenburg Holding B.V., with its registered office in Oosterhout (NB) and its
principal place of business at 4903 RC Oosterhout, Denariusstraat 19, listed in the
trade register of the Chamber of Commerce and Industry for West-Brabant as file —



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number 24223016, should owe to the Pledgee, of whatever nature, the Pledgor will create a pledge on the below goods (hereinafter also referred to as: the Goods): —

- a. all current and future trade names to which the Pledgor is entitled, in whatever form and whatever country and any claims arising from this, to the extent that these can be pledged, including: —
 - The trade name "Rodenburg Biopolymers B.V.", as file number 20101236 in the trade register of the Chamber of Commerce and Industry for West-Brabant; —
 - b. all current and future claims arising from the application/applications and registration/registrations of the patent/patents with the registering agency/agencies in respect of the patent/patents registered or to be registered by the Pledgor, to the extent that these can be pledged, including, but not limited to: —
 - Canadian Patent with publication number CA2313516 "BIODEGRADABLE MOULDINGS"; —
 - United States Patent with publication number US6482341 "BIODEGRADABLE MOULDINGS"; —
 - c. all current and future patents and patent applications to which the Pledgor is entitled, in whatever form and whatever country, and claims arising from this, as well as all other intellectual property rights, including but not limited to copyrights, trademark rights, database rights, model rights and/or domain names, to the extent that these can be pledged, including, but not limited to: —
 - i. the rights to the following .nl or .com domain names: —
 - biopolymers.nl; —
 - ii. the following brand names: —
 - Benclux Trademark with registration number 678846 "SOLANYL" for CL 01 ("unprocessed plastics") and CL 17 ("plastics are semi finished"); —
 - International Trademark Registration with registration number 756073 "SOLANYL" for CL 01 ("unprocessed plastics") and CL 17 ("plastics are semi finished"); —
3. The parties have therefore agreed that as security as stated above, the Pledgor will grant a pledge on the Goods. —
 4. On the first of June two thousand five a pledge was created on the Goods on behalf of the Pledgee. The Pledgee, hereby towards the Pledgor, if and to the extent necessary, waives this pledge, which waiver gets accepted by the Pledgor. —
 5. This pledge will be first in rank. The Pledgor certifies that the above goods are unencumbered by restricted rights and attachments. —
- The person appearing, acting in the above capacity, subsequently certified: —
- Article 1: Security —
1. As security as stated above, the Pledgor hereby grants to the Pledgee, which hereby accepts, a pledge on: —
 - the Goods. —
 2. Creation of the pledge on the Goods is effected by signing this deed. —
 3. The pledge on the Goods concerns a pledge in first rank. —



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4. To the extent necessary, the Pledgor hereby grants the Pledgee an irrevocable --- power of attorney to enter this deed in the appropriate registers at the Pledgor's --- expense. ---
5. The Pledgor certifies pursuant to section 3:237 subsection 2 Netherlands Civil --- Code that it is authorised to pledge the Goods and that the Goods have not been --- encumbered with another pledge or usufruct, that these have not been attached or --- garnished and that no licences have been granted to third parties in this respect. ---
6. Without the Pledgee's written consent, the Pledgor is not authorised to transfer or --- deliver the goods to third parties, to create a usufruct or pledge on these for anothe --- party or to grant licences in this respect. ---
7. The Pledgor is obliged, as soon as it is informed of an attachment or garnishment --- on the goods to be pledged pursuant to this deed, to immediately inform the --- Pledgee in writing. ---
8. The Pledgor is obliged to provide the Pledgee on first demand with all information --- that it needs to exercise its pledge. ---
On the Pledgee's first demand, the Pledgor will also enable it to obtain from its --- accounts the information that the Pledgee deems necessary for the exercise of the --- pledge. ---
9. The Pledgor is obliged to timely pay the tax and/or other costs due pursuant to the --- regulations that apply to the Goods and to furthermore do all that is necessary and --- conducive to maintain the intellectual property rights. On request, the Pledgor will --- always immediately provide the Pledgee with all relevant information. ---
10. The Pledgor is obliged to immediately inform the Pledgee in writing of each --- infringement of the Goods and furthermore - at the Pledgor's expense - to do all --- that is necessary to end such infringement. ---
11. The Pledgor is obliged to immediately inform the Pledgee in writing of new trade --- names and new patent rights and/or other intellectual property rights, including but --- not limited to copyrights, trademark rights, database rights, model rights and/or --- domain names. By means of this deed, the Pledgor grants the Pledgee irrevocable --- power of attorney to perform all acts that are necessary in the Pledgee's opinion to --- create a pledge on these rights as well. If this general power of attorney appears to --- be insufficient for that purpose, the Pledgor will each time grant a special power of --- attorney to the Pledgee. ---
12. The Pledgee is obliged on first demand of the Pledgor to waive the pledge under --- this deed if all the amounts due for which this pledge was created have been paid. ---
13. The existence and the amount of the claims arising from this deed from the --- Pledgee on the Pledgor will exclusively be proved by the Pledgee. In the event of a --- challenge by the Pledgor, the documents submitted by the Pledgee will be regarded --- as complete evidence of the above claims. ---
14. All costs incurred by the Pledgee at law and otherwise to exercise and/or maintain --- its rights in connection with the deed will be payable by the Pledgor. ---
15. All costs currently incurred or to be incurred in the future in respect of the arising --- and implementation of the pledge, including the costs of registration, will be --- payable by the Pledgor and fall under the claims for which the current pledge was --- created. ---



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16. In the event of violation by the Pledgor of the provisions of this article, the Pledgee will forfeit for the benefit of the Pledgee an immediately payable penalty of one hundred thousand euros (€ 100,000) for each violation and of one thousand euros (€ 1,000) for each day that the violation continues, without prejudice to the right to compensation.

Article 2: Disputes

Dutch law applies to this deed. If and to the extent that disputes should arise with regard to the execution of this deed, these will be submitted to the competent court in the district of Rotterdam.

Article 3: Other provisions

1. The rights and obligations of the parties that arise from this deed are non-transferable.
2. If circumstances occur that appear to be "unforeseen", the parties are obliged to consult about adjustment and/or amendment of the deed, which meets as much as possible the unforeseen circumstances.
3. If a provision of this deed should be void or is nullified by a decision of the court, the other provisions of this deed will remain in effect. The parties will have to consult about the provisions of this deed that are void or that are nullified in order to make an alternative arrangement in the spirit of this deed.

Article 4: Power of attorney

The Pledgor and the Pledgee hereby grant irrevocable power of attorney to any of the employees of the company Holland Van Gijzen, attorneys-at-law and civil-law notaries, in Eindhoven to enter the present pledging in the appropriate registers and to furthermore perform all acts that are necessary to register this pledging.

The person appearing is known to me, civil-law notary.

WHEREOF A DEED

was executed in Eindhoven, on the date stated in the preamble of this deed. I, civil-law notary, stated and explained the gist of the deed to the person appearing. The person appearing declared not to appreciate a full reading of the deed, to have taken note of the contents of the deed and to agree to it. Subsequently, after a limited reading the deed was signed by the person appearing and by me, civil-law notary, (was signed)

ISSUED FOR TRUE COPY:



✓
rt.