

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Meredian Bioplastics, Inc.	07/23/2012
RECEIVING PARTY DATA	
Name:	AmCREF Fund XI, LLC
Street Address:	4118 Magazine Street
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70115
Name:	Meredian/NCF Sub-CDE, LLC
Street Address:	24 NW First Avenue, Suite 470
City:	Portland
State/Country:	OREGON
Postal Code:	97209
Name:	Empowerment Reinvestment Fund XX, LLC
Street Address:	915 Broadway, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7341856
Patent Number:	7361807
Patent Number:	7384766
CORRESPONDENCE DATA	

OP \$120.00 7341856

Fax Number: 8656330332
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 865-633-0331
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Correspondent Name: The Graham Law Firm, PLLC
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Address Line 4: Knoxville, TENNESSEE 37901

ATTORNEY DOCKET NUMBER:	MRBIO-POP70010(B)NS-UV
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NAME OF SUBMITTER:	Mark S. Graham, Esq.
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Signature:	/Mark S. Graham/
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Date:	06/04/2013
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Total Attachments: 22

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TRADEMARK AND PATENT SECURITY AGREEMENT

This TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement") is dated as of July 23, 2012, and entered into by and among Meredian Bioplastics, Inc., a Georgia corporation ("Grantor"), in favor of AmCREF Fund XI, LLC, a Louisiana limited liability company ("AMCREF"), Meredian/NCF Sub-CDE, LLC, a Delaware limited liability company ("NCF"), and Empowerment Reinvestment Fund XX, LLC, a Delaware limited liability company ("ERF"). AMCREF, NCF and ERF are each a "Secured Party" and collectively referred to herein as the "Secured Parties".

PRELIMINARY STATEMENTS

- A. Pursuant to that certain QLICI Loan and Security Agreement of even date herewith (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and between Secured Parties and Grantor, Secured Parties have agreed to make loans in the aggregate principal amount of TWENTY-SEVEN MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$27,050,000.00) (the "Loans") to Grantor evidenced by (i) those two certain Promissory Notes dated of even date herewith, each made by Grantor and payable to the order of AMCREF, in the aggregate principal face amount of Twelve Million and No/100 Dollars (\$12,000,000), (ii) those two certain Promissory Notes dated of even date herewith, each made by Grantor and payable to the order of NCF, in the aggregate principal face amount of Eight Million Three Hundred Thirty Thousand and No/100 Dollars (\$8,330,000), and (iii) those two certain Promissory Notes dated of even date herewith, each made by Grantor and payable to the order of ERF, in the aggregate principal face amount of Six Million Seven Hundred Twenty Thousand and No/100 Dollars (\$6,720,000), together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Promissory Notes after the date hereof (each a "Note" and collectively, the "Notes"), with interest on the outstanding principal at the rates provided for in the Notes, with the final payment being due not later than the applicable Note Maturity Date (as defined in the Loan Agreement).
- B. It is a condition precedent to the making of the Loans under the Loan Agreement that Grantor's obligations incurred thereunder shall be secured by liens and security interests on substantially all property and assets of Grantor.
- C. Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including patents, licenses, trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "IP").
- D. Grantor has agreed to assign to Secured Parties a lien on and security interest in, among other assets, the Grantor's equipment, inventory, accounts and general intangibles relating to the products and services sold or delivered under or in

connection with the IP such that, upon the occurrence and during the continuation of an Event of Default as defined in the Loan Agreement, Secured Parties would be able to exercise its remedies consistent with the Loan Agreement and applicable law to foreclose upon Grantor's business and use the IP, the registrations and patent and trademark rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by Grantor, and benefit from the associated goodwill.

NOW, THEREFORE, in consideration of the premises and in order to induce Secured Parties to make the Loans under the Loan Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Secured Parties as follows:

1. Assignment of Security. Grantor hereby assigns, transfers and conveys to Secured Parties, and hereby grants to Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now, heretofore or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) all of the IP and rights and interests in IP that are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part (including, without limitation, the IP specifically identified in Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), and including all patent and trademark rights with respect thereto and all federal, state and foreign applications or registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark or patent law or regulation or any patent or trademark law or regulation of any foreign country and to apply for, renew and extend the IP, registrations and patent and trademark rights, the right (but not the obligation) to bring any adverse suit, proceeding, or other action, including the right to sue in court or bring opposition or cancellation proceedings in the name of Grantor or in the name of any Secured Party or otherwise for past, present and future infringements of the IP, registrations or patent or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to any IP, registrations or patent or trademark rights presently or in the future owned, held or used by third parties but, in the case of third parties which are not affiliates of Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties; and

(b) the following documents and things in Grantor's possession, or subject to Grantor's right to possession, related to (Y) the production, sale and delivery by Grantor, or by any affiliate, licensee or subcontractor of Grantor, of products or services sold or delivered by or under the authority of Grantor in connection with the IP, registrations or patent or trademark rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations

utilizing any IP, registrations or patent or trademark rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the IP, registrations or patent or trademark rights by Grantor or any affiliate, licensee or subcontractor of Grantor:

(i) all lists and ancillary documents that identify and describe any of Grantor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the IP or patent or trademark rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases; and

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the IP or patent or trademark rights; and

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the IP or patent or trademark rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by Grantor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the IP or patent or trademark rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(c) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(d) to the extent not included in any other paragraphs of this Section 1, all general intangibles relating to the Collateral; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not any Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received

when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of all obligations and liabilities of every nature of Grantor now, heretofore or hereafter existing under or arising out of or in connection with the Loan Agreement and any of the Loan Documents to which it is a party and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Grantor or any other person, would accrue on such obligations, whether or not a claim is allowed against Grantor or any other person for such interest in the related bankruptcy proceeding), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any Secured Party as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the "Underlying Debt"), and all obligations of every nature of Grantor now, heretofore or hereafter existing under this Agreement (all such obligations of Grantor, together with the Underlying Debt, being the "Secured Obligations").

3. Grantor Remains Liable. Anything contained herein to the contrary notwithstanding, (a) Grantor shall remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Parties of any of their rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Parties shall have no obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4. Representations and Warranties. Grantor represents and warrants as follows:

(a) Description of Collateral. A true and complete list of all IP, registrations and patent and trademark rights owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule A annexed hereto. All the IP, registration and patent or trademark rights designated on Schedule A and any other IP, registrations or patent or trademark rights hereafter arising or otherwise owned, held or used by Grantor are referred to herein as a "Material IP."

(b) Validity and Enforceability of Collateral. Grantor is not aware as of the date hereof of any fact or circumstance which would challenge or call into question the validity, subsistence or enforceability of any Material IP. Grantor is not aware as of the date hereof of any pending or threatened claim by any third party that any Material IP is invalid or unenforceable or that the use of any Material IP violates the rights of any third person or of any

basis for any such claim and there is no such pending or threatened claim whether or not arising prior to or after the date hereof.

(c) Ownership of Collateral. Except for the security interest assigned and created by this Agreement and the first priority security interest in favor of the United National Bank ("Senior Secured Party"), Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to each Material IP free and clear of any lien subject only to liens of mechanics, materialmen, attorneys and other similar liens imposed by law in the ordinary course of business in connection with the establishment, creation or application for registration of any IP, registrations or patent or trademark rights for sums not yet delinquent or being contested in good faith (such liens are referred to herein as "Permitted IP Liens"). Except such as may have been filed in favor of Secured Parties relating to this Agreement or by Senior Secured Party, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office in the United States Patent and Trademark Office.

(d) Office Locations; Other Names. The chief place of business, the chief executive office and the office where Grantor keeps its records regarding the Collateral is 1301 Colquitt Highway, Bainbridge, Georgia 39818.

(e) Governmental Authorizations. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the continuing assignment by Grantor of the continuing security interest created hereby, (ii) the execution, delivery or performance of this Agreement by Grantor, or (iii) the perfection of or the exercise by any Secured Party of its rights and remedies hereunder (except as may have been taken by or at the direction of Grantor).

(f) Perfection. Uniform Commercial Code financing statements in appropriate form will be filed in the appropriate offices and a trademark and patent security agreement will be filed within five (5) days from the date hereof in the United States Patent and Trademark Office (the "USPTO"), and together with the security interests created hereby such filings constitute, to the extent that a security interest in the Collateral may be perfected by the filing of Uniform Commercial Code financing statements pursuant to the uniform commercial code or by filing a trademark and patent security agreement relating to trademarks and patents in the USPTO, valid and perfected security interests in such Collateral, in each case prior to all other liens and rights of others therein except for liens in favor of Secured Parties or Senior Lender and Permitted IP Liens.

5. Further Assurances; New IP Registrations and IP Rights; Certain Inspection Rights.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that any Secured Party may request, in order to perfect and protect any security interest assigned or purported to be assigned hereby or to enable any Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will: (i) at the request of

any Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to such Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as any Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to any Secured Party with respect to any Collateral, (iv) at any reasonable time, upon request by any Secured Party, exhibit the Collateral to and allow inspection of the Collateral by such Secured Party, or persons designated by such Secured Party, and (v) at any Secured Party's request, appear in and defend any action or proceeding that may affect Grantor's title to or any Secured Party's security interest in all or any part of the Collateral.

(b) Grantor hereby authorizes Secured Parties to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor. Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Grantor further authorizes Secured Parties to make all filings necessary, in Secured Parties' sole discretion, with the USPTO in order to perfect Secured Parties' secured interest in the Collateral.

(c) Grantor hereby authorizes Secured Parties to modify this Agreement without obtaining Grantor's approval of or signature to such modification by amending Schedule A annexed hereto to include reference to any right, title or interest in any existing IP, registration or patent or trademark right or any IP, registration or patent or trademark right acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any IP, registration or patent or trademark right in which Grantor no longer has or claims any right, title or interest.

(d) Grantor will furnish to Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as any Secured Party may reasonably request, all in reasonable detail.

(e) If Grantor shall obtain rights to any new IP, registrations or patent or trademark rights, the provisions of this Agreement shall automatically apply thereto. Grantor shall promptly notify Secured Parties in writing of any rights to any new IP or patent or trademark rights acquired by Grantor after the date hereof and of any registrations issued or applications for registration made after the date hereof which notice shall state whether such IP, registration or patent or trademark right constitutes Material IP. Concurrently with the filing of an application for registration for any IP, Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate security agreement, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance satisfactory to Secured Parties, pursuant to which Grantor shall assign a security interest to the extent of its interest in such registration as provided herein to Secured Parties unless so doing would, in the reasonable judgment of Grantor, after due inquiry, result in the grant of a registration in the name of Secured Parties, in which event Grantor shall give written notice to

Secured Parties as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the registration.

(f) Grantor hereby grants to each Secured Party and its employees, representatives and agents the right to visit Grantor's and any of its affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the IP, registrations or patent or trademark rights (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested.

6. Certain Covenants of Grantor. Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral; and

(b) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against Grantor or any of the Collateral as a result of the failure to make such payment; and

(c) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral; and

(d) not create or suffer to exist any lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any person except for the security interest created by this Agreement and the Loan Agreement, the security interest in favor of Senior Secured Party and the Permitted IP Liens; and

(e) diligently keep reasonable records respecting the Collateral and at all times keep at least one complete set of its records concerning substantially all of the IP, registrations and patent and trademark rights at its chief executive office or principal place of business; and

(f) not permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way conflict with this Agreement or impair or prevent the assignment and creation of a security interest in Grantor's rights and interests in any property included within the definitions of any IP, registrations, patent or trademark rights and associated goodwill; and

(g) take all steps necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the IP and patent or trademark rights, including without limitation entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; and

(h) use proper statutory notice in connection with its use of Material IP to the extent reasonably necessary for the protection of Material IP; and

(i) use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the IP, registrations and patent or trademark rights, including, to the extent applicable, in the operation and maintenance of its merchandising operations; and

(j) upon any officer of Grantor obtaining knowledge thereof, promptly notify Secured Parties in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of Grantor or any Secured Party to dispose of the Collateral or any portion thereof, or the rights and remedies of any Secured Party in relation thereto, including without limitation the levy of any legal process against the Collateral or any portion thereof.

7. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 7, Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantor in respect of the Collateral or any portion thereof. In connection with such collections, Grantor may take (and, at the direction of Secured Parties, shall take) such action as Grantor or Secured Parties may deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Parties shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest assigned, created, hereby, and to direct such obligors to make payment of all such amounts directly to Secured Parties, and, upon such notification and at the expense of Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by Grantor of the notice from Secured Parties referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Parties hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Secured Parties in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 13, and (ii) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

8. IP Applications and Litigation.

(a) Grantor shall have the duty diligently, through counsel reasonably acceptable to Secured Parties, whenever it is commercially reasonable in the reasonable judgment of Grantor to do so, to (i) prosecute any patent or trademark application relating to any of the Material IP that is pending as of the date of this Agreement, (ii) make federal application on any existing or future registrable but unregistered Material IP, and to file and prosecute opposition and cancellation proceedings, suits or other actions, (iii) renew Material IP and (iv) do any and all acts which are necessary or desirable to preserve and maintain all rights in all

Material IP. Any expenses incurred in connection therewith shall be borne solely by Grantor. Grantor shall not abandon any Material IP.

(b) Except as provided in Section 8(d) Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Secured Parties shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Grantor shall promptly, following its becoming aware thereof, notify Secured Parties of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in Section 8(a) or 8(b) or regarding Grantor's claim of ownership in or right to use any of the IP, registrations or patent or trademark rights, its right to register the same, or its right to keep and maintain such registration. Grantor shall provide to Secured Parties any information with respect thereto requested by any Secured Party.

(d) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Secured Parties shall have the right (but not the obligation) to bring suits, proceedings and other actions, in the name of Grantor, any Secured Party or otherwise, to enforce any IP, registration, patent or trademark right, associated goodwill and any license thereunder, in which event Grantor shall, at the request of Secured Parties, do any and all lawful acts and execute any and all documents required by Secured Parties in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify each Secured Party as provided in Section 14 in connection with the exercise of its rights under this Section 8. To the extent that Secured Parties shall elect not to bring suit to enforce any IP, registration, patent or trademark right, associated goodwill or any license thereunder as provided in this Section 8(d), Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the IP, registrations, patent or trademark rights or associated goodwill by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement.

9. Non-Disturbance Agreements. If and to the extent that Grantor is permitted to license the Collateral, Secured Parties shall enter into a non-disturbance agreement or other similar arrangement, at Grantor's request and expense, with Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Parties pursuant to which (a) Secured Parties shall agree not to disturb or interfere with such licensee's rights under its license agreement with Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest assigned and created in favor of Secured Parties and the other terms of this Agreement.

10. Secured Party Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints each Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of

Grantor and in the name of Grantor, Secured Parties or otherwise, from time to time in Secured Parties' discretion to take any action and to execute any instrument that Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to endorse Grantor's name on all applications, documents, papers and instruments necessary for the use or maintenance of the Collateral; and

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; and

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clauses (a) and (b) above; and

(d) to file any claims or take any action or institute any proceedings that Secured Parties may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Parties with respect to any of the Collateral; and

(e) to pay or discharge taxes or liens (other than liens permitted under this Agreement or the Loan Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Parties in their sole discretion, any such payments made by Secured Parties to become obligations of Grantor to Secured Parties, due and payable immediately without demand; and

(f) upon the occurrence and during the continuation of an Event of Default, (i) to execute and deliver any of the assignments or documents requested by any Secured Party pursuant to Section 13, (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Parties were the absolute owner thereof for all purposes, and to do, at Secured Parties' option and Grantor's expense, at any time or from time to time, all acts and things that Secured Parties deem necessary to protect, preserve or realize upon the Collateral and Secured Parties' security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

11. Secured Party May Perform. If Grantor fails to perform any agreement contained herein, each Secured Party may itself perform, or cause performance of, such agreement, and the expenses of such Secured Party incurred in connection therewith shall be payable by Grantor under Section 14. No such performance of any covenant or agreement by any Secured Party on behalf of Grantor, and no such advancement or expenditure therefor, shall relieve Grantor of any default under the terms of this Agreement or in any way obligate any Secured Party to take any further or future action with respect thereto.

12. Standard of Care. The powers conferred on the Secured Parties hereunder are solely to protect their interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in

its possession and the accounting for moneys actually received by it hereunder, Secured Parties shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Parties shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in their possession if such Collateral is accorded treatment substantially equal to that which Secured Parties accords their own property.

13. Remedies. If any Event of Default shall have occurred and be continuing:

(a) In respect of the Collateral, each Secured Party may exercise, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of any Secured Party forthwith, assemble all or part of the Collateral as directed by any Secured Party and make it available to such Secured Party at a place to be designated by such Secured Party that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent any Secured Party deems appropriate, (iv) take possession of Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any Secured Parties' office or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Parties may deem commercially reasonable. Any Secured Party may be the purchaser of any or all of the Collateral at any such sale and such Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by such Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. No Secured Party shall be obligated to make any sale of Collateral regardless of notice of sale having been given. Each Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against any Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if any

Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by any Secured Party to collect such deficiency.

(b) Upon written demand from any Secured Party, Grantor shall execute and deliver to Secured Parties an assignment or assignments of the IP, registrations, patent or trademark rights and the associated goodwill and such other documents requested by the Secured Parties. Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Parties receive cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five business days after written notice from any Secured Party, Grantor shall make available to Secured Parties, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Event of Default as any Secured Party may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the IP, registrations and patent or trademark rights, such persons to be available to perform their prior functions on behalf of Secured Parties and to be compensated by Secured Parties at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

14. Indemnity and Expenses.

(a) Grantor agrees to indemnify each Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from such Secured Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantor shall pay to Secured Parties upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Parties may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Parties hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

15. Continuing Security Interest and Conditional Assignment: Transfer of Loans. This Agreement shall assign and create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations, the cancellation or termination of the Commitments, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Parties hereunder, to the benefit of Secured Parties and their successors, transferees and assigns. Upon the payment in full of all Secured Obligations and the cancellation or termination of the commitments, the

security interest assigned hereby shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination Secured Parties will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

16. Amendments: Etc. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Parties and, in the case of any such amendment or modification, by Grantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

17. Notices. For the purposes hereof, the delivery methods and notice address of each party hereto shall be as provided in the Loan Agreement.

18. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

19. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

20. Governing Law: Terms. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF GEORGIA, OR TO THE EXTENT THAT APPLICABLE FEDERAL LAW PREEMPTS GEORGIA LAW WITH RESPECT TO ANY MATTER ADDRESSED HEREIN.

21. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

22. Power of Sale. Insofar as the validity or perfection of the security interest hereunder or the remedies hereunder are governed by the laws of the State of Georgia, Grantor agrees that at any time during the existence of an Event of Default, Secured Parties, at Secured Parties' option, may invoke power of sale (and Grantor appoints each Secured Party as Grantor's agent and attorney-in-fact to exercise such power of sale in the name and on behalf of Grantor)

and any other remedies permitted by Georgia law or provided in this Agreement or in any other Loan Document. Grantor acknowledges that the power of sale granted in this Agreement may be exercised by any Secured Party without prior judicial hearing. Each Secured Party shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees and costs of documentary evidence.

[Signatures on the following page]

IN WITNESS WHEREOF, Grantor and Secured Parties caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

MEREDIAN BIOPLASTICS, INC.
a Georgia corporation

By: 

Name: S. Blake Lindsey
Title: President

SECURED PARTIES:

AMCREF FUND XI, LLC
a Louisiana limited liability company

By: _____
Name: Clifford M. Kenwood
Title: Authorized Representative

MEREDIAN/NCF SUB-CDE, LLC
a Delaware limited liability company

By: National Community Fund I, LLC
a Delaware limited liability company
its managing member

By: _____
Name: Cam Turner
Title: Manager

**EMPOWERMENT REINVESTMENT
FUND XX, LLC**, a Delaware limited liability
company

By: Empowerment Reinvestment Fund, LLC
a Delaware limited liability company
its Managing Member

By: _____
Name: Kenneth Brezenoff
Title: Treasurer

Signature Page to Trademark and Patent Security Agreement

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a Georgia corporation

By: _____
Name: S. Blake Lindsey
Title: President

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Name: Clifford M. Kenwood
Title: Authorized Representative

MEREDIAN/NCF SUB-CDE, LLC
a Delaware limited liability company

By: National Community Fund I, LLC
a Delaware limited liability company
its managing member

By: _____
Name: Cam Turner
Title: Manager

**EMPOWERMENT REINVESTMENT
FUND XX, LLC**, a Delaware limited liability
company

By: Empowerment Reinvestment Fund, LLC
a Delaware limited liability company
its Managing Member

By: _____
Name: Kenneth Breznoff
Title: Treasurer

Signature Page to Trademark and Patent Security Agreement

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Title: Manager

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By: _____
Name: Kenneth Brezenoff
Title: Treasurer

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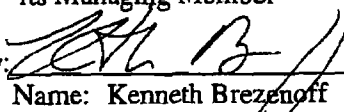
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its managing member

By: _____
Name: Cam Turner
Title: Manager

**EMPOWERMENT REINVESTMENT
FUND XX, LLC**, a Delaware limited liability
company

By: Empowerment Reinvestment Fund, LLC
a Delaware limited liability company
its Managing Member

By:  _____
Name: Kenneth Brezenoff
Title: Treasurer

SCHEDULE A

1. **REGISTERED TRADEMARKS:** None.

2. **UNREGISTERED TRADEMARKS:** None.

3. **OWNED PATENTS:**

Patent Number	Issue Date	Title
6,699,963	03/02/2004	GRINDING PROCESS FOR PLASTIC MATERIAL AND COMPOSITIONS THEREFROM
6,903,053	06/07/2005	AGRICULTURAL ITEMS AND AGRICULTURAL METHODS COMPRISING BIODEGRADABLE COPOLYMERS
5,498,692	03/12/1996	BIODEGRADABLE COPOLYMERS AND PLASTIC ARTICLES COMPRISING BIODEGRADABLE COPOLYMERS
5,502,116	03/26/1996	BIODEGRADABLE COPOLYMERS
6,706,942	03/16/2004	MOLDED OR EXTRUDED ARTICLES COMPRISING POLYHYDROXYALKANOATE COPOLYMER COMPOSITIONS HAVING SHORT ANNEALING CYCLE TIMES
7,301,000	11/27/2007	NUCLEATING AGENTS FOR POLYHYDROXYALKANOATES
5,618,855	04/08/1997	BIODEGRADABLE COPOLYMERS AND PLASTIC ARTICLES COMPRISING BIODEGRADABLE COPOLYMERS
5,939,467	08/17/1999	BIODEGRADABLE POLYMERIC COMPOSITIONS AND PRODUCTS THEREOF
6,569,990	05/27/2003	PLASTIC ARTICLES COMPRISING BIODEGRADABLE PHA COPOLYMERS
6,699,963	03/02/2004	GRINDING PROCESS FOR PLASTIC MATERIAL AND COMPOSITIONS THEREFROM
6,706,942	03/16/2004	MOLDED OR EXTRUDED ARTICLES COMPRISING POLYHYDROXYALKANOATE COPOLYMER COMPOSITIONS HAVING SHORT ANNEALING CYCLE TIMES
6,774,158	08/10/2004	PROCESSING OF POLYHYDROXYALKANOATES USING A NUCLEANT AND A PLASTICIZER

6,794,023	09/21/2004	POLYMER PRODUCTS COMPRISING SOFT AND ELASTIC BIODEGRADABLE POLYHYDROXYALKANOATE COPOLYMER COMPOSITIONS AND METHODS OF PREPARING SUCH POLYMER PRODUCTS
6,808,795	10/26/2004	POLYHYDROXYALKANOATE COPOLYMER AND POLYLACTIC ACID POLYMER COMPOSITIONS FOR LAMINATES AND FILMS
6,825,285	11/30/2004	AGRICULTURAL ITEMS AND AGRICULTURAL METHODS COMPRISING BIODEGRADABLE COPOLYMERS
6,903,053	06/07/2005	METHOD FOR PRODUCING POLYHYDROXYALKANOATE CRYSTAL
7,098,292	08/29/2006	METHOD OF AND ITEMS FOR REDUCING LATEX EXPOSURE
7,166,343	01/23/2007	BIODEGRADABLE POLYESTER BLEND COMPOSITIONS AND METHODS OF MAKING THE SAME
7,265,188	09/04/2007	BIODEGRADEABLE POLYESTER BLEND COMPOSITIONS AND METHODS OF MAKING THE SAME

4. **LICENSED PATENTS**

<u>USPTO Ref. No.</u>	<u>Issue Date</u>	<u>Title</u>
5,489,470	02/06/1996	BIODEGRADABLE COPOLYMERS AND PLASTIC ARTICLES COMPRISING BIODEGRADABLE COPOLYMERS
5,602,227	02/11/1997	METHOD FOR MAKING BIODEGRADABLE POLYHYDROXYALKANOATE COPOLYMERS HAVING IMPROVED CRYSTALLIZATION PROPERTIES
5,653,930	08/05/1997	SPRAY PROCESSES USING A GASEOUS FLOW FOR PREPARING BIODEGRADABLE FIBRILS, NONWOVEN FABRICS COMPRISING BIODEGRADABLE FIBRILS, AND ARTICLES COMPRISING SUCH NONWOVEN FABRICS
5,685,756	11/11/1997	NONWOVEN MATERIALS COMPRISING BIODEGRADABLE COPOLYMERS
5,780,368	07/14/1998	SPRAY PROCESSES USING A GASEOUS FLOW FOR PREPARING BIODEGRADABLE FIBRILS, NONWOVEN FABRICS COMPRISING BIODEGRADABLE FIBRILS, AND ARTICLES COMPRISING SUCH NONWOVEN FABRICS
5,899,339	05/04/1999	PROCESS FOR RECOVERING POLYHYDROXYALKANOATES USING CENTRIFUGAL FRACTIONATION
5,990,271	11/23/1999	FILMS AND ABSORBENT ARTICLES COMPRISING A BIODEGRADABLE POLYHYDROXYALKANOATE COMPRISING 3-POLYHYDROXYBUTYRATE AND 3-POLYHYDROXYHEXANOATE COMONOMER UNITS

6,013,590	01/11/2000	FIBERS, NONWOVEN FABRICS, AND ABSORBENT ARTICLES COMPRISING A BIODEGRADABLE POLYHYDROXYALKANOATE COMPRISING 3-HYDROXYBUTYRATE AND 3- HYDROXYHEXANOATE
6,027,787	02/22/2000	FILMS AND ABSORBENT ARTICLES COMPRISING A BIODEGRADABLE POLYHYDROXYALKANOATE COMPRISING 3-POLYHYDROXYBUTYRATE AND 3-POLYHYDROXYHEXANOATE COMONER UNITS
6,077,931	06/20/2000	BIODEGRADABLE PHA COPOLYMERS
6,143,947	11/07/2000	FIBERS, NONWOVEN FABRICS AND ABSORBENT ARTICLES COMPRISING A BIODEGRADABLE POLYHYDROXYALKANOATE COMPRISING 3-HYDROXYBUTYRATE AND 3-HYDROXYHEXANOATE
6,160,199	12/12/2000	ABSORBENT ARTICLES COMPRISING BIODEGRADABLE PHA COPOLYMERS
6,174,990	01/16/2001	FILMS COMPRISING BIODEGRADABLE PHA COPOLYMERS
6,475,734	11/05/2002	POLYHYDROXYALKANOATE SYNTHASE GENES
6,806,401	10/19/2004	OAR POLYNUCLEOTIDES, POLYPEPTIDES AND THEIR USE IN PHA PRODUCTION IN PLANTS
6,821,612	11/23/2004	METHODS FOR PREPARING SOFT AND ELASTIC BIODEGRADABLE POLYHYDROXYALKANOATE COPOLYMER COMPOSITIONS AND POLYMER PRODUCTS COMPRISING SUCH COMPOSITIONS
6,838,037	01/04/2005	METHOD FOR MAKING BIODEGRADABLE POLYHYDROXYALKANOATE COPOLYMERS HAVING IMPROVED CRYSTALIZATION PROPERTIES
6,905,987	06/14/2005	FIBERS COMPRISING POLYHYDROXYALKANOATE COPOLYMER/POLYLACTIC ACID POLYMER OR COPOLYMER BLENDS
7,077,994	07/18/2006	POLYHYDROXYALKANOATE COPOLYMER/STARCH COMPOSITIONS FOR LAMINATES AND FILMS
7,098,298	08/29/2006	METHOD FOR PRODUCING POLYHYDROXYALKANOATE CRYSTAL
7,129,395	10/31/2006	OAR POLYNUCLEOTIDES, POLYPEPTIDES AND THEIR USE IN PHA PRODUCTION IN PLANTS
7,153,928	12/26/2006	METHOD FOR PRODUCING POLYHYDROXYALKANOATE CRYSTAL
7,176,349	02/13/2007	PRODUCTION OF POLYHYDROXYALKANOATE IN PLANTS

7,341,856	03/11/2008	PRODUCTION OF POLYHYDROXYALKANOATE IN PLANTS
7,361,807	04/22/2008	OAR POLYNUCLEOTIDES, POLYPEPTIDES AND THEIR USE IN PHA PRODUCTION IN PLANTS
7,384,766	06/10/2008	GENE-SUBSTITUTED MICROORGANISMS, AND PRODUCTION METHOD OF POLYESTERS USING THE SAME