

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2899462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OBERON FUELS, INC.	05/01/2014
RECEIVING PARTY DATA	
Name:	MARTIN TRANSPORT, INC.
Street Address:	4200 STONE ROAD
City:	KILGORE
State/Country:	TEXAS
Postal Code:	75662
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13256927
Application Number:	61161017
PCT Number:	US2010027681
Application Number:	13769204
Application Number:	61138350
Application Number:	13133380
PCT Number:	US2009068477
Patent Number:	8378159
CORRESPONDENCE DATA	
Fax Number:	(214)659-4098
<i>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.</i>	
Phone:	214-651-2153
Email:	leslie.obinegbo@strasburger.com
Correspondent Name:	LESLIE OBINEGBO
Address Line 1:	901 MAIN STREET
Address Line 2:	SUITE 4400
Address Line 4:	DALLAS, TEXAS 75202
ATTORNEY DOCKET NUMBER:	16999.0161
NAME OF SUBMITTER:	LESLIE OBINEGBO
SIGNATURE:	/s/

PATENT

DATE SIGNED:	06/16/2014
Total Attachments: 6 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this ***"IP Security Agreement"***) dated as of May 1, 2014 is made by OBERON FUELS, INC., a Delaware corporation (***"Debtor"***), in favor of MARTIN TRANSPORT, INC., a Texas corporation (***"Secured Party"***).

WHEREAS, Debtor has executed an Advancing Term Note payable to Secured Party of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the ***"Advancing Term Note"***); and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Advancing Term Note, Debtor has agreed to grant to Secured Party a security interest in certain collateral of Debtor described in that certain Security Agreement dated of even date herewith between Debtor and Secured Party (the ***"Security Agreement"***), as security for the repayment of the loans evidenced by the Notes (as defined in the Security Agreement); and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Advancing Term Note, Debtor has agreed to grant to Secured Party a security interest in all Intellectual Property of Debtor as security for the repayment of the loans evidenced by the Notes (as defined in the Security Agreement); and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

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

1. Definitions. Terms defined in the Advancing Term Note have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the ***"Collateral"***):

(i) the patents and patent applications set forth in Schedule A hereto (the ***"Patents"***);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the ***"Trademarks"***);

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

(iv) 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 Debtor accruing thereunder or pertaining thereto;

(v) 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; and

(vi) 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 Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations (as defined in the Security Agreement).

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. 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.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Advancing Term Note and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Notes (as defined in the Security Agreement) and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Remainder of page left intentionally blank.]

EXECUTED as of the day, month and year first above written.

OBERON FUELS, INC.

By: 
Name: Neil Senturia
Title: Chief Executive Officer

Address for Notices:
2223 Avenida de la Playa
Suite 205
LaJolla, CA 92037
Attn: Brittany Syz, General Counsel

SCHEDULE A

PATENTS

Case No.	Title of Invention:	Status:	Filing Date:	Description
<u>OFUEL.001A</u>	MODULAR PROCESS FOR THE PRODUCTION OF DIMETHYL ETHER	Pending	11/19/12	Covers the use of modular plant construction and deployment for DME plants using various feedstocks.
<u>OFUEL.001P1</u>	MODULAR SYSTEMS AND METHODS FOR THE PRODUCTION OF DIMETHYL ETHER	Pending	03/15/13	Covers the placement of modular DME plants at the point of use or the source of the feedstock.
<u>OFUEL.002C1</u>	PROCESS AND SYSTEM FOR CONVERTING BIOGAS TO LIQUID FUELS	Published	02/15/13	Continuation of the issued patent with additional claims – this is about to be issued, no decisions required.
<u>OFUEL.002NP</u>	PROCESS AND SYSTEM FOR CONVERTING BIOGAS TO LIQUID FUELS	Issued as Patent No. 8378159	10/13/11	Patent issued.
<u>OFUEL.003NP</u>	CATALYTIC REACTIONS USING IONIC LIQUIDS	Published	10/13/11	This application generally covers using hydrophobic ionic liquids as the reaction medium for methanol and DME synthesis. This invention has two primary claim aspects: 1) Hydrophobicity. 2) Simultaneous methanol/DME production.
<u>OFUEL.004A</u>	PRODUCTION OF A HIGH OCTANE ALKYLATE FROM DME AND ISOBUTANE	Pending	03/15/13	Alkylate is a high octane fuel that can be blended with gasoline to up the octane value. This application covers the use of DME as a primary feedstock for producing Alkylate.
<u>OFUEL.005PR</u>	FUEL FORMULATIONS AND PARTS FOR COMBUSTION ENGINES	Pending	05/10/13	Covers the use of DME as the pilot fuel in LNG HPDI engines.

SCHEDULE B
TRADEMARKS

None

SCHEDULE C

COPYRIGHTS

None