

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3148685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ZERO WASTE ENERGY, LLC	10/28/2014
RECEIVING PARTY DATA	
Name:	EGGERSMANN ANLAGENBAU KOMPOFERM GMBH
Street Address:	MAX-PLANCK-STRASSE 15
City:	MARIENFELD
State/Country:	GERMANY
Postal Code:	33428
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	14128215
Application Number:	12948147
Application Number:	13848112
Application Number:	13383723
Application Number:	12948171
Application Number:	14384180
PCT Number:	US2013183752
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@wtplaw.com
Correspondent Name:	WHITEFORD, TAYLOR & PRESTON, LLP
Address Line 1:	SEVEN SAINT PAUL STREET
Address Line 4:	BALTIMORE, MARYLAND 21202-1626
ATTORNEY DOCKET NUMBER:	007635.00130
NAME OF SUBMITTER:	DANA O. LYNCH
SIGNATURE:	/dol/
DATE SIGNED:	12/16/2014
Total Attachments: 4	
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PATENT

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 28th day of October, 2014, between Zero Waste Energy, LLC, a California limited liability company ("ZWE") and Eggersmann Anlagenbau Kompoferm GmbH, a German corporation registered in the commercial registry of the lower court (Amtsgericht) of Gütersloh under HRB 8646 and formerly known as Eggersmann Anlagenbau Project GmbH (the "Secured Party").

WITNESSETH:

WHEREAS, ZWE and Secured Party are parties to a revised Patent and Know-How License and Technical Assistance Agreement, dated as of October 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "License Agreement"); and

WHEREAS, the parties intend that ZWE's obligation to pay the license fee and all costs and expenses associated with the enforcement of Secured Party's rights and remedies under the License Agreement and to transfer and assign the Patents in the event that the License Agreement is terminated shall be secured by the Patents, pursuant to the Security Agreement, dated as of October 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, ZWE is required to execute and deliver to the Secured Party this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZWE hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the License Agreement.

2. GRANT OF SECURITY INTEREST IN THE PATENTS. ZWE hereby grants to the Secured Party a continuing first priority security interest in all of ZWE's right, title and interest in, to and under all of its Patents listed on Schedule I hereto (the "Patents").

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by ZWE to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving ZWE. "Insolvency Proceeding" shall mean any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state, federal or non-US bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria,

compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. ZWE hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

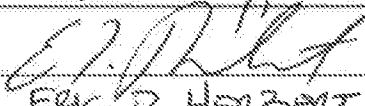
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in the Security Agreement to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in the Security Agreement shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. "Record" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

[Signature page follows.]


IN WITNESS WHEREOF, ZWE has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZWE:

[ZERO WASTE ENERGY, LLC]
By: 
Name: ERIC D. HOLZBOLT
Title: CEO

ACCEPTED AND ACKNOWLEDGED
BY:

EGGERSMANN ANLAGENBAU
KOMPOFERM GMBH

By: 
Name: Eggersmann
Title: Bdr Ing.



SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Internal No.	Process	Country	Status	Appl. No./Patent No.	Patentee	Short Term (internal)
23 426	System for Generating Biogas and Method for Operating such a system	CA	FILED	PCT/EP2012/001548	Kompoferm	Biogasspülung
23 428	System for Generating Biogas and Method for Operating such a system	US	FILED	14/128,215	Kompoferm	Biogasspülung
22 463	Method and Device for operating a fermentation plant	US	FILED	12/948,147	Kompoferm	CO ₂ - Spülung
23 049	Method and Device for operating a fermentation plant	US	FILED	13/848112	Kompoferm	CO ₂ - Spülung/Teilung
22729	Device and Method for Recovering Biogas	CA	FILED	2, 767, 730	Kompoferm	Kompoferm thermophil/hygenisiert
22 730	Device and Method for Recovering Biogas	US	PUBLISHED	13/383,723	Kompoferm	Kompoferm thermophil/hygenisiert
22 731	Device to Produce Generating Biogas	US	PUBLISHED	US 2013/0183752	Kompoferm	Perkolatkeiler
22 464	Device for Processing Substances, in particular Digestate and Digestate Mixtures	US	PUBLISHED	12/948,171	Kompoferm	Rotteboden (beheizbar)
23 477	Biogas Plant and Method for Operating such a Plant	CA	FILED	2,850,249	Kompoferm	Schwach- /Gutgasspeicher
23 484	Biogas Plant and Method for Operating such a Plant	US	FILED	14/384,180	Kompoferm	Schwach- /Gutgasspeicher