

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3157461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIOSYNTHETIC TECHNOLOGIES, LLC	12/18/2014
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 40	
Property Type	Number
Patent Number:	8450256
Patent Number:	8455412
Patent Number:	8637689
Patent Number:	8512592
Patent Number:	8399389
Patent Number:	8404867
Patent Number:	8372301
Patent Number:	8580985
Patent Number:	8236194
Patent Number:	8258326
Patent Number:	8268199
Patent Number:	8287754
Patent Number:	8877695
Patent Number:	8716206
Patent Number:	8633143
Patent Number:	8859658
Patent Number:	8586771
Patent Number:	8541351
Patent Number:	8829216
Patent Number:	8486875
Application Number:	13366667

PATENT

Property Type	Number
Application Number:	13531923
Application Number:	13600704
Application Number:	14101829
Application Number:	14095750
Application Number:	14100469
Application Number:	14049101
Application Number:	14026387
Application Number:	13950508
PCT Number:	US2011001540
PCT Number:	US2011050102
PCT Number:	US2011001537
PCT Number:	US2012023933
PCT Number:	US2012026887
PCT Number:	US2012026538
PCT Number:	US2012024260
PCT Number:	US2012039937
PCT Number:	US2012044320
PCT Number:	US2012053316
PCT Number:	US2012068293

CORRESPONDENCE DATA

Fax Number: (408)852-4475

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.

Phone: 4088417195

Email: dsanchezbentz@vlpawgroup.com

Correspondent Name: DIANA SANCHEZ BENTZ, LEGAL SPECIALIST

Address Line 1: VLP LAW GROUP LLP

Address Line 2: 235 VICTORIA DRIVE

Address Line 4: GILROY, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER: SVB-BIOSYNTHETIC

NAME OF SUBMITTER: DIANA SANCHEZ BENTZ

SIGNATURE: /DSB1068/

DATE SIGNED: 12/20/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 18, 2014 by and between SILICON VALLEY BANK ("Bank") and BIOSYNTHETIC TECHNOLOGIES, LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), excluding any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

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

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original,

but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

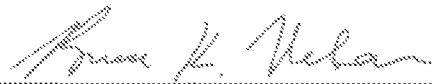
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BIOSYNTHETIC TECHNOLOGIES, LLC


By: Bruce K. Nelson
Title: CFO

BANK:

SILICON VALLEY BANK


By: Brian Lash
Title: VICE PRESIDENT

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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NONE

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
High- and Low-Viscosity Estolide Base Oils and Lubricants	8,450,256 13/199,554	05-28-2013 Aug. 31, 2011
High- and Low-Viscosity Estolide Base Oils and Lubricants	PCT/US2011/001540	Aug. 31, 2011
Acetic Acid-Capped Estolide Base Oils and Methods of Making the Same	8,455,412 13/223,008	06-04-2013 Aug. 31, 2011
Acetic Acid-Capped Estolide Base Oils and Methods of Making the Same	PCT/US2011/050102	Aug. 31, 2011
Catalytic Processes for Preparing Estolide Base Oils	8,637,689 13/199,551	01-28-2014 Aug. 31, 2011
Catalytic Processes for Preparing Estolide Base Oils	PCT/US2011/001537	Aug. 31, 2011
Grease Compositions Comprising Estolide Base Oils	PCT/US12/23933	Feb. 6, 2012
Grease Compositions Comprising Estolide Base Oils	13/366,667	Feb. 6, 2012
Dielectric Fluids Comprising Estolide Compounds	PCT/US12/26887	Feb. 28, 2012
Dielectric Fluids Comprising Estolide Compounds	8,512,592 13/552,878	08-20-2013 Jul. 19, 2012
Refrigerant, compressor, food-grade, metalworking, hydraulic, and 4-stroke lubricant compositions, and plasticized compositions	PCT/US12/26538	Feb. 24, 2012
Lubricant Compositions Comprising Estolide Compounds	8,399,389 13/587,120	03-19-2013 Aug. 16, 2012
Epoxidized estolides, sulfurized estolides, and methods of making the same	PCT/US12/24260	Feb. 8, 2012
Sulfurized estolides and methods of making and using the same	8,404,867 13/368,713	03-26-2013 Feb. 8, 2012
Estolide compositions with high oxidative stability	PCT/US12/39937	May 30, 2012
Estolide compositions with high oxidative stability	8,372,301 13/483,602	02-12-2013 May 30, 2012
Cosmetics comprising estolides	PCT/US12/44320	June 27, 2012
Cosmetics comprising estolides	13/531,923	June 27, 2012
Poly-capped estolide compounds	PCT/US12/53316	Aug. 31, 2012

Poly-capped estolide compounds	13/600,704	Aug. 31, 2012
Processes for Preparing Estolide Base Oils and Oligomeric Compounds that Include Cross Metathesis	PCT/US12/68293	Dec. 6, 2012
Processes for Preparing Estolide Base Oils and Oligomeric Compounds that Include Cross Metathesis	8,580,985	11-12-2013
	13/707,480	Dec. 6, 2012
Refrigerating fluid compositions containing estolides	8,236,194	Aug. 7 2012
Epoxidized estolides and methods of making and using the same	8,258,326	Sep. 4, 2012
Electrical Devices and Dielectric Fluids Containing Estolides	8,268,199	Sep. 18, 2012
Lubricant Compositions Comprising Estolide Compounds	8,287,754	Oct. 16, 2012
COOKING OILS AND FOOD PRODUCTS COMPRISING ESTOLIDES	20140178547	06-26-2014
	14/101829	12-10-2013
CATALYTIC PROCESSES FOR PREPARING ESTOLIDE BASE OILS	20140171671	06-19-2014
	14/095750	12-03-2013
COMPOSITIONS COMPRISING ESTOLIDE COMPOUNDS AND METHODS OF MAKING AND USING THE SAME	20140157847	06-12-2014
	14/100469	12-09-2013
ESTOLIDE AND LUBRICANT COMPOSITIONS THAT CONTAIN ENE AND DIELS ALDER COMPOUNDS	8,877,695	11-04-2014
	20140142014	05-22-2014
	14/073537	11-06-2013
PROCESSES OF PREPARING ESTOLIDE COMPOUNDS THAT INCLUDE REMOVING SULFONATE RESIDUES	20140039211	02-06-2014
	14/049101	10-08-2013
PROCESSES FOR PREPARING ESTOLIDE BASE OILS AND OLIGOMERIC COMPOUNDS THAT INCLUDE CROSS METATHESIS	20140012023	01-09-2014
	14/026387	09-13-2013
ESTOLIDE COMPOSITIONS EXHIBITING HIGH OXIDATIVE STABILITY	20130338050	12-19-2013
	13/950508	07-25-2013
ACETIC ACID-CAPPED ESTOLIDE BASE OILS AND METHODS OF MAKING THE SAME	8,716,206	05-06-2014
	20130245298	09-19-2013
	13/865520	04-18-2013
COMPOSITIONS COMPRISING ESTOLIDE COMPOUNDS AND METHODS OF MAKING AND USING THE SAME	8,633,143	01-21-2014
	20130172223	07-04-2013
	13/754775	01-30-2013
Plasticized compositions containing estolide compounds	8,859,658	10-14-2014
	13/766,138	02-13-2013
Processes of preparing estolide compounds that include removing sulfonate residues	8,586,771	11-19-2013
	13/787,556	03-06-2013

Estolide compositions exhibiting high oxidative stability	8,541,351	09-24-2013
	13/705,543	12-05-2012
Hydroxy estolides, poly-capped estolides, and methods of making the same	8,829,216	09-09-2014
	13/600,704	08-31-2012
High- and low-viscosity estolide base oils and lubricants	8,486,875	07-16-2013
	13/711,388	12-11-2012

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
LubriGreen	3,994,612	July 12, 2011
Biosynthetic	4,573,855	July 22, 2014
WHERE SUSTAINABILITY & HIGH PERFORMANCE CONVERGE	86089961	10-11-2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None