

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3182482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL SYNFUELS INTERNATIONAL, INC.	12/01/2014
RECEIVING PARTY DATA	
Name:	ANDREW H MALONE
Street Address:	325 EAGLE BEND DRIVE
City:	BIGFORK
State/Country:	MONTANA
Postal Code:	59911
Name:	THE JANET HUGHES MORROW 1992 TRUST, FBO JANET HUGHES MORROW
Street Address:	325 EAGLE BEND DRIVE
City:	BIGFORK
State/Country:	MONTANA
Postal Code:	59911
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8312928
Patent Number:	8261831
Patent Number:	8312927
Patent Number:	8262866
Application Number:	13610147
Patent Number:	8893793
Patent Number:	8381814
CORRESPONDENCE DATA	
Fax Number:	(309)418-1299
<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:	4068623988
Email:	jeff@heutmakelaw.com
Correspondent Name:	JEFFREY M. HEUTMAKER
Address Line 1:	525 RAILWAY AVENUE

PATENT

Address Line 2:	SUITE 200
Address Line 4:	WHITEFISH, MONTANA 59937

ATTORNEY DOCKET NUMBER:	MORROW/MALONE-GSI
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NAME OF SUBMITTER:	JEFFREY M. HEUTMAKER
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SIGNATURE:	/Jeffrey M. Heutmaker/
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DATE SIGNED:	01/14/2015
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of December 1, 2014, is made by General Synfuels International, Inc., a Nevada corporation (the "**Borrower**") in favor of Andrew H. Malone, an individual resident of Montana ("**Malone**") and The Janet Hughes Morrow 1992 Trust, FBO Janet Hughes Morrow (the "**Trust**," and collectively with Malone, the "**Lenders**").

WHEREAS, the Borrower has entered into a series of loan agreements and promissory notes with the Lenders as set forth in Exhibit A hereto (collectively the "**Financing Documents**");

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Financing Documents, the Borrower has executed and delivered to the Lenders certain Security Agreements as set forth in Exhibit A (the "**Security Agreements**");

WHEREAS, under the terms of the Security Agreements, the Borrower has granted to the Lenders, a security interest in, among other property, certain intellectual property of the Borrowers, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office; and

WHEREAS, the Financing Documents and the Security Agreements have been further modified by, and are subject to the terms of, (i) that certain Amended and Restated Draft Summary of Terms for 7% Secured Convertible Note and Settlement of Litigation, dated September 14, 2014 (the "**Settlement Agreement**") and (ii) that certain Amendment, Waiver and Consent Regarding Settlement of Litigation of even date herewith executed by the Lenders,

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

1. Grant of Security. The Borrower hereby pledges and grants to the Lenders for their benefit a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Borrower authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lenders.

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

4. Execution in Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security 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 Patent Security 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 Patent Security 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 Montana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction).

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

BORROWER:

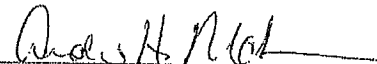
GENERAL SYNFUELS
INTERNATIONAL, INC.

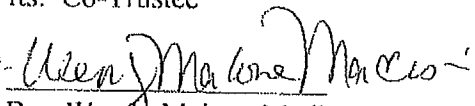
By: _____
Name:
Title:
Address for Notices:
306 Stoner Loop Road,
Lakeside, Montana, 59922

AGREED TO AND ACCEPTED:

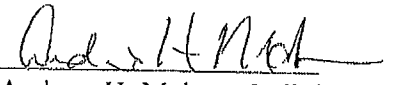
LENDERS:

THE JANET HUGHES MORROW
1992 TRUST, FBO JANET
HUGHES MORROW


By: Andrew H. Malone
Its: Co-Trustee


By: Wendy Malone Madison
Its: Co-Trustee

Address for Notices:
c/o Andrew H. Malone
325 Eagle Bend Drive
Bigfork, MT 59911


Andrew H. Malone, Individually

Address for Notices:
325 Eagle Bend Drive
Bigfork, MT 59911

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

BORROWER:

GENERAL SYNFUELS
INTERNATIONAL, INC.

By: 

Name:

Title:

Address for Notices:

306 Stoner Loop Road,

Lakeside, Montana, 59922

AGREED TO AND ACCEPTED:

LENDERS:

THE JANET HUGHES MORROW
1992 TRUST, FBO JANET
HUGHES MORROW

By: Andrew H. Malone
Its: Co-Trustee

By: Wendy Malone Madison
Its: Co-Trustee

Address for Notices:
c/o Andrew H. Malone
325 Eagle Bend Drive
Bigfork, MT 59911

Andrew H. Malone, Individually

Address for Notices:
325 Eagle Bend Drive

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

TITLE/STATUS	FILING DATE/SERIAL NUMBER	ISSUE DATE/PATENT or REGISTRATION NO.
APPARATUS AND METHODS FOR THE RECOVERY HYDROCARBONACEOUS AND ADDITIONAL FROM OIL SHALE AND OIL SANDS Country: US File Type: Patent Status: ISSUED	4/9/2009 12/421,325	11/20/2012 8,312,928
APPARATUS AND METHODS FOR THE RECOVERY HYDROCARBONACEOUS AND ADDITIONAL FROM OIL/TAR SANDS Country: US File Type: Patent Status: ISSUED	4/9/2009 12/421,251	9/11/2012 8,261,831
APPARATUS AND METHODS FOR ADJUSTING OPERATIONAL PARAMETERS TO RECOVER HYDROCARBONACEOUS AND ADDITIONAL PRODUCTS FROM OIL SHALE AND SANDS Country: US File Type: Patent Status: ISSUED	4/9/2009 12/421,289	11/20/2012 8,312,927
APPARATUS AND METHODS FOR RECOVERING HYDROCARBONACEOUS PRODUCTS AND ADDITIONAL PRODUCTS FROM OIL SHALE AND SANDS VIA MULTI-STAGE CONDENSATION Country: US File Type: Patent Status: ISSUED	4/9/2009 12/421,306	9/11/2012 8,262,866
APPARATUS AND METHODS FOR THE RECOVERY HYDROCARBONACEOUS AND ADDITIONAL FROM OIL SHALE AND SANDS VIA MULTI-STAGE CONDENSATION Country: US File Type: Patent Status: PENDING	9/11/2012 13/610,147	
APPARATUS AND METHODS FOR THE RECOVERY HYDROCARBONACEOUS AND ADDITIONAL FROM OIL SHALE AND OIL SANDS Country: US File Type: Patent Status: ISSUED	2/12/2010 12/704,817	11/25/2014 8893793

GROUNDWATER ISOLATION BARRIERS FOR	2/12/2010	2/26/2013
MINING AND OTHER SUBSURFACE OPERATIONS	12/704,852	8,381,814
Country: US		
File Type: Patent		
Status: ISSUED		

EXHIBIT A

Financing Documents:

That certain Convertible Promissory Note made by Earth Search Sciences, Inc. ("ESSI") and Borrower on April 22, 2010 in favor of the Trust in the principal amount of \$663,000;

That certain Note Purchase Agreement dated as of April 22, 2010 by and among ESSI, Borrower, Larry Vance, an individual resident of Montana ("Vance") and the Trust;

That certain Convertible Promissory Note made by ESSI and Borrower on May 24, 2010 in favor of the Trust in the principal amount of \$1,000,000;

That certain Note Purchase Agreement dated as of May 24, 2010 by and among ESSI, Borrower, Vance and the Trust;

That certain Convertible Promissory Note made by ESSI and Borrower on June 30, 2011 in favor of the Trust in the principal amount of \$925,000;

That certain Note Purchase Agreement dated as of June 30, 2011 by and among ESSI, Borrower, Vance and the Trust;

That certain Convertible Promissory Note made by ESSI and Borrower on April 2, 2013 in favor of the Trust in the principal amount of \$40,000;

That certain Convertible Promissory Note made by ESSI and Borrower on May 1, 2013 in favor of the Trust in the principal amount of \$10,000;

That certain Convertible Promissory Note made by ESSI and Borrower on June 18, 2013 in favor of the Trust in the principal amount of \$40,000;

That certain Convertible Promissory Note made by ESSI and Borrower on August 30, 2013 in favor of the Trust in the principal amount of \$65,000;

That certain Note Purchase Agreement dated as of August 30, 2013 by and among ESSI, Borrower, Vance and the Trust;

That certain Convertible Promissory Note made by ESSI and Borrower on October 24, 2013 in favor of the Trust in the principal amount of \$225,000;

That certain Convertible Promissory Note made by ESSI and Borrower on January 23, 2014 in favor of the Trust in the principal amount of \$300,000;

That certain Convertible Promissory Note made by ESSI and Borrower on October 20, 2014 in favor of Malone in the principal amount of \$125,000;

That certain Convertible Promissory Note made by ESSI and Borrower on November 10, 2014 in favor of Malone in the principal amount of \$40,000;

That certain Convertible Promissory Note made by ESSI and Borrower on July 1, 2014 in favor of the Trust in the principal amount of \$250,000;

Security Agreements:

That certain Pledge and Security Agreement entered into as of April 22, 2010 by and among ESSI, Borrower and the Trust;

That certain Pledge and Security Agreement entered into as of May 24, 2010 by and among ESSI, Borrower and the Trust;

That certain Pledge and Security Agreement entered into as of June 30, 2011 by and among ESSI, Borrower and the Trust;

That certain Pledge and Security Agreement entered into as of December 1, 2014 by and among ESSI, Borrower and Malone.