

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3951940

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	JDCPHOSPHATE, INC.	07/07/2016
RECEIVING PARTY DATA		
Name:	AVENIRA LIMITED	
Street Address:	20 KINGS PARK ROAD	
City:	WEST PERTH	
State/Country:	AUSTRALIA	
Postal Code:	6005	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Application Number:	60577286	
Application Number:	60648360	
Application Number:	11145564	
Application Number:	11330034	
Application Number:	11818115	
Application Number:	12125751	
Application Number:	12186413	
Application Number:	13306890	
Application Number:	62056254	
Application Number:	62085778	
Application Number:	14864731	
CORRESPONDENCE DATA		
Fax Number:	(617)439-4170	
<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:	(203) 975-7505	
Email:	Patricia.Buckley@lockelord.com	
Correspondent Name:	LOCKE LORD LLP	
Address Line 1:	P.O. BOX 55874	
Address Line 4:	BOSTON, MASSACHUSETTS 02205	

ATTORNEY DOCKET NUMBER:	1481917-00001
NAME OF SUBMITTER:	PATRICIA BUCKLEY
SIGNATURE:	/Patricia Buckley/
DATE SIGNED:	07/07/2016
Total Attachments: 10 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 source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif	

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AS SET FORTH MORE FULLY HEREIN.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 7, 2016 by and among:

JDCPhosphate, Inc., a Delaware corporation (the "Grantor"), and

Avenira Limited, an Australian corporation ("Avenira"), acting as collateral agent (in such capacity, the "Collateral Agent") for itself and Baobab Fertilizer Africa, a Mauritius corporation ("Baobab") (Avenira and Baobab are herein referred to as the "Secured Parties").

RECITALS

A. The Grantor and Avenira are parties to that certain Second Amended and Restated License Agreement, dated August 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by that certain Amendment No. 1 dated as of the date hereof, the "Avenira License Agreement"). The Grantor and Baobab are parties to that certain License Agreement, dated June 3, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by that certain Amendment No. 1 dated as of the date hereof, the "Baobab License Agreement" and collectively with the Avenira License Agreement, the "License Agreements"). The Grantor and Avenira are also party to that certain Three-Party Escrow Service Agreement (the "Escrow Agreement"), dated as of the date hereof, with Iron Mountain Intellectual Property Management, Inc. acting as escrow agent (the "Escrow Agent"), pursuant to which certain of the intellectual property, documents, materials and other information (the "Escrowed IP Materials") relating to the technology licensed by the Grantor under the License Agreements have been escrowed with the Escrow Agent. All of the Grantor's obligations (performance or otherwise) under the License Agreements and the Escrow Agreement are secured by certain of the assets of the Grantor, whether presently existing or hereafter acquired, pursuant to this Agreement and the General Security Agreement (as defined below).

B. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof by the Grantor in favor of the Secured Party (the "General Security Agreement"), the Grantor has granted to the Secured Party 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 (as defined therein).

C. The Grantor, the Secured Party, Agrifos Partners LLC acting on its own behalf and as collateral agent for the holders of the Bridge Notes (as defined on Schedule 1) and The Florida Opportunity Fund, Inc. have entered into an intercreditor agreement (the "Intercreditor Agreement"), dated as of the date hereof, pursuant to which the parties thereto have agreed to set forth the priorities of the security interests granted to each set of creditors and certain other intercreditor matters.

AGREEMENT

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent and the Secured Parties as follows:

To secure full and timely performance of all of the Grantor's obligations and liabilities to the Secured Parties pursuant to the License Agreements and the Escrow Agreement (including, without limitation, all performance obligations and any obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), Grantor (i) grants and pledges to the Collateral Agent, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions, continuations-in-part thereof and all the goodwill associated therewith and (ii) grants, conveys and authorizes to the Secured Parties (or their respective affiliates) the SSILRs (as defined in each of the License Agreements) in connection with and pursuant to the terms of the License Agreements.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) under the General Security Agreement. The rights and remedies of the Collateral Agent or the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the General Security Agreement, and those which are now or hereafter available to the Collateral Agent or the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent or the Secured Parties provided for herein or in the General Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the General Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent or the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The Collateral Agent's security interest in the Collateral shall continue until the satisfaction of all obligations set forth in the License Agreements and the Escrow Agreement, whereupon such security interest shall automatically terminate and the Collateral shall be released. The Collateral Agent shall, at Grantor's sole cost and expense, execute such further documents and take such further actions as may be reasonably necessary to make effective the release contemplated by this paragraph, including duly authorizing and delivering termination statements for filing in all relevant jurisdictions under the Uniform Commercial Code.

Until the satisfaction of all obligations set forth in the License Agreements and the Escrow Agreement, the Grantor shall not sell, transfer, lease or otherwise dispose of any of its intellectual property, including those set forth on Exhibits A, B and C, to any Person (including, for the avoidance of doubt, to any of its subsidiaries or affiliates) or attempt, offer or contract to do so.

Any term of this Agreement may be amended or waived only with the written consent of the Collateral Agent (upon the instruction of the Secured Parties). Any amendment or waiver so effected shall be binding upon the parties and their respective successors and assigns.

In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The parties hereto hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Court of Chancery of the State of Delaware (the "Delaware Chancery Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Chancery Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Chancery Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Chancery Court has been brought in an improper or inconvenient forum. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS AGREEMENT AND CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Notwithstanding anything herein to the contrary, (i) the security interests granted to the Collateral Agent pursuant to this Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or the Secured Parties hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

* * *

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

JDCPHOSPHATE, INC.

By: Theodore P. Fowler
Theodore P. Fowler, President

Address: 3200 County Road 630 W
Fort Meade, FL 33841

Facsimile: 1-863-285-8504

COLLATERAL AGENT:

AVENIRA LIMITED

By: _____
Name (print): _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

JDCPHOSPHATE, INC.

By: _____
Theodore P. Fowler, President

Address: 3200 County Road 630 W
Fort Meade, FL 33841

Facsimile: 1-863-285-8504

COLLATERAL AGENT:

AVENIRA LIMITED

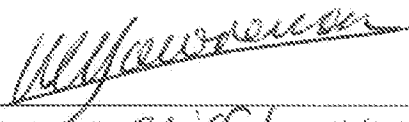
By: 
Name (print): Cliff Lawkenson
Title: CEO

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

U.S. PATENT CASES					
Patent / Patent Application No.	Title	Filed / Issued / Expires	Status	Assignee	
60/577,286 19908.001US00	Process for phosphoric acid manufacture	Filed: June 4, 2004	Expired	NA	
60/648,360 19908.002US00	KPA process	Filed: Jan. 28, 2005	Expired	NA	
11/145,564 19908.001US01	Rotary kiln process for phosphoric acid manufacture	Filed: June 3, 2005	Abandoned	NA	
11/330,034 19908.001US02	Rotary kiln process for phosphoric acid manufacture	Filed: Jan. 11, 2006	Abandoned	NA	
11/818,115 19908.001US03 Pat. 7,378,070	Phosphorous pentoxide producing methods	Filed: June 13, 2007 Issued: May 27, 2008 Expires: June 3, 2025	Issued	JDCPhosphate, Inc.	
12/125,751 19908.001US04	Phosphorous pentoxide producing Methods	Filed: May 22, 2008	Abandoned	JDCPhosphate, Inc.	
12/186,413 19908.001US05 Pat. 7,910,080	Phosphorous pentoxide producing Methods	Filed: Aug. 5, 2008 Issued: Mar. 22, 2011 Expires: March 25, 2026	Issued	JDCPhosphate, Inc.	
13/306,890 19908.008US01 Pat. 8,734,749	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed: Nov. 29, 2011 Issued: 05/27/2014 Expires: 11/29/2031	Issued	JDCPhosphate, Inc.	
62/056,254 19908.009US00	Improved Process for Phosphorous Pentoxide Production	Filed: Sept. 26, 2014	Expired	NA	
62/085,778 19908.009US01	Improved Process for Phosphorous Pentoxide Production	Filed: Dec. 01, 2014	Expired	NA	
14/864,731 19908.009US02	Phosphorous Pentoxide Producing Methods and Systems with Increased Agglomerate Compression Strength	Filed: Sept 24, 2015	Pending	(In Process)	

FOREIGN PATENT CASES				
PCT/US05/19598 19908.001WO01	Rotary Kiln Process for Phosphoric Acid Manufacture	Filed: July 18, 2005	Abandoned	NA
PCT/US07/13834 WO/2008/153521 19908.004W/O01	Phosphorous pentoxide producing Methods	Filed: June 13, 2007	Expired	JDCPhosphate, Inc.
(Australia) 2007354897 19908.004AU01 Grant: 2007354897	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Oct. 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Brazil) P10721729-3 19908.004BR01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc. (In Process)
(Canada) 2689983 19908.004CA01 Grant: 2689983	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 20, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(China) 200780053313.1 19908.004CN01 Grant: ZL 200780053313.1	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: July 24, 2013 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Egypt) PCT18052009 19908.004EG01 Grant: 26428	Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Oct 24, 2013 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(Europe) 07796036.7 19908.004EP01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Published	JDCPhosphate, Inc.
(Israel) 202222 19908.004IL01 Grant: 202222	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: May 1, 2014 Expires: June 13, 2027	Granted	JDCPhosphate, Inc.
(Jordan) 496/2008 19908.004JO01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
(Mexico) MX/a/2009/013101 19908.004MX01	Pentoxide Producing Methods	Filed: June 13, 2007	Pending	JDCPhosphate, Inc.
(Morocco) 32506 19908.004MA01 Grant: 31673	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 1, 2010 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
(Mozambique) Not Yet Assigned 19908.004MZ01	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007	Abandoned	JDCPhosphate, Inc.

(Namibia) AP/P/2010/005479 19908.004NA01 AP 3422	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept 24, 2015 Expires: June 13, 2021	Granted	JDCPhosphate, Inc.
(Tunisia) TN2009/0502 19908.004TN01 Grant: 21250	Phosphorous Pentoxide Producing Methods	Filed: June 13, 2007 Granted: Sept. 20, 2011 Expires: June 12, 2027	Granted	JDCPhosphate, Inc.
PCT/US2012/066597 19908.008WO01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 27, 2012	Expired	JDCPhosphate, Inc.
(Argentina) P120104462 19908.008AR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Published	JDCPhosphate, Inc.
(DR Congo) NP/055/Ext/2012 19908.008CD01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 26, 2012	Pending	JDCPhosphate, Inc.
(Iran) 13915014000306971 19908.008IR01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 21, 2012	Abandoned	JDCPhosphate, Inc.
(Iraq) 307/2012 19908.008IQ01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Abandoned	JDCPhosphate, Inc.
(Lebanon) 9914 19908.008LB01 Grant: 9854	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 21, 2012 Granted: Nov. 27, 2012 Expired: Nov. 21, 2032	Granted	JDCPhosphate, Inc.
(Pakistan) 799/2012 19908.008PK01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 28, 2012	Pending	JDCPhosphate, Inc.
(Saudi Arabia) 112 34 0038 19908.008SA01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov 27, 2012	Pending	JDCPhosphate, Inc.
(Venezuela) 2012-001527 19908.008VE01	Phosphorous Pentoxide Producing Methods and Phosphate Ore Feed Agglomerates	Filed Nov. 28, 2012	Pending	JDCPhosphate, Inc.
PCT/US15/52402 19908.009WO02	Phosphorous Pentoxide Producing Methods and Systems with Increased Agglomerate Compression Strength	Filed: Sept 25, 2015	Pending	JDCPhosphate, Inc.

EXHIBIT C
Trademarks

U.S. TRADEMARK CASES					
Registration/Serial No.	Mark	Filed / Issued / Expires	Status	Applicant	
85/712,638 19908.013US50 Reg No: 4560829	J-ROX	Filed: Aug 24, 2012 Registered: July 1, 2014	Registered	JDCTPhosphate, Inc.	