

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3955378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
VBF IP INC.			07/07/2016
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMSTAR GROUP, LLC		
<b>Street Address:</b>	1050 17TH STREET, SUITE 2300		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80265		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	6065430		
<b>Application Number:</b>	14289623		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)893-1379		
<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>			
<b>Phone:</b>	303-892-7250		
<b>Email:</b>	sandra.wainer@dgsllaw.com		
<b>Correspondent Name:</b>	SANDRA L. WAINER		
<b>Address Line 1:</b>	1550 17TH STREET, SUITE 500		
<b>Address Line 4:</b>	DENVER, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	121215-0003		
<b>NAME OF SUBMITTER:</b>	SANDRA L. WAINER		
<b>SIGNATURE:</b>	/s/ Sandra L. Wainer		
<b>DATE SIGNED:</b>	07/11/2016		
This document serves as an Oath/Declaration (37 CFR 1.63).			
<b>Total Attachments: 5</b>			
source=Patent Security Agreement#page1.tif			
source=Patent Security Agreement#page2.tif			
source=Patent Security Agreement#page3.tif			
source=Patent Security Agreement#page4.tif			



## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 7, 2016, is made by VBF IP Inc., a Texas corporation ("Grantor"), in favor of AMSTAR GROUP, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement"), by and among the Borrowers, the Borrower Representative, the other credit parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to Article 12 of the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of each Borrower; and

WHEREAS, Grantor is a party to a Security Agreement in favor of Agent dated as of the date hereof pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or if not defined therein, as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Agreements providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Agreements subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

[SIGNATURE PAGES FOLLOW]

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

VPF IP INC.  
as Grantor

By: 

Name: Leslie A. Wulf

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

AMSTAR GROUP, LLC,  
as Agent

By: \_\_\_\_\_

Name:

Title:

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

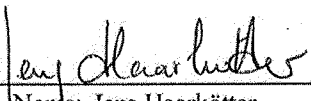
VBF IP INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

AMSTAR GROUP, LLC,  
as Agent

By: AURORA MANAGEMENT, LLC,  
its manager

By:   
Name: Jens Haarkötter  
Title: Authorized Person

Signature Page to Patent Security Agreement

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

U.S. Patent Number 6,065,430, Fish Culturing System. Filed October 10, 1997. Issued May 23, 2000.

2. PATENT APPLICATIONS

Pending Application: Fish Culture System Patent docket # 14451.02 serial # 14/289,623

3. IP AGREEMENTS

Intellectual Property Purchase Agreement by and among R. L. Sheriff Custom Contracting, Inc., a Florida corporation Richard L. Sheriff, Kathleen M. Sheriff, Opposing Flows Aquaculture, Inc., a Texas corporation, VeroBlue Farms, Inc., a corporation incorporated under the laws of the Province of Ontario, Canada, and VBF IP Inc., a Delaware corporation, dated June 29, 2016.

16523157v.5