

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4197232

<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>
AQUATECH BIOENERGY LLC	12/21/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BCS, LLC
<b>Street Address:</b>	600 S MAIN AVENUE
<b>Internal Address:</b>	SUITE 102
<b>City:</b>	SIOUX FALLS
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57104
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14641219
Application Number:	14629340
Patent Number:	9260730
Patent Number:	8759048
Patent Number:	8143041
Patent Number:	8647852
Patent Number:	8435772
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(605)334-4814
<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>	605-334-0005
<b>Email:</b>	mark@hwalaw.com
<b>Correspondent Name:</b>	MARK EKSE
<b>Address Line 1:</b>	600 S MAIN AVENUE
<b>Address Line 2:</b>	SUITE 102
<b>Address Line 4:</b>	SIOUX FALLS, SOUTH DAKOTA 57104
<b>NAME OF SUBMITTER:</b>	MARK A EKSE
<b>SIGNATURE:</b>	/Mark A Ekse/
<b>DATE SIGNED:</b>	12/22/2016

PATENT

**Total Attachments: 1**

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## PATENT AND PATENT APPLICATION SECURITY AGREEMENT

This Patent and Patent Application Security Agreement ("Security Agreement") is by and between Aquatech Bioenergy, LLC, a South Dakota limited liability company and BCS, LLC a South Dakota limited liability company.

**WHEREAS**, Aquatech Bioenergy has borrowed several sums of money from the principals of BCS, LLC beginning on or about March 4, 2015 and continuing through June 30, 2016 ("Aquatech Debt") as evidenced through a series of Promissory Notes; and

**WHEREAS**, Aquatech Bioenergy granted a Security interest to BCS, LLC as collateral for the Aquatech Debt; and

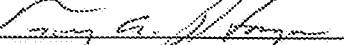
**WHEREAS**, A UCC-1 statement was filed with the South Dakota Secretary of State on or about April 15, 2015 setting forth the UCC Collateral securing the Aquatech Debt, with such UCC Collateral including All accounts, patents and patent applications, chattel paper (including without limit tangible and electronic chattel paper), commercial tort claims, contract rights, deposit accounts, documents, equipment, fixtures, general intangibles (including without limit payment intangibles and software), instruments, inventory (including without limit returns and repossessions), letter of credit rights, supporting obligations, and all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind and records (including without limit computer software) and all products and proceeds (whether cash or non-cash proceeds), including without limit insurance and condemnation proceeds provided that this Financing Statement covers the foregoing collateral only to the extent located on, attached to, installed in, affixed to, used in connection with, generated or arising from or otherwise in any way related to the real property owned by debtor, or the development, construction, use, occupancy, operation, maintenance or enjoyment thereof; and

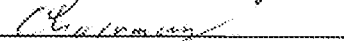
**WHEREAS**, Aquatech Bioenergy entered into that certain Bridge Financing Amendment and Asset Transfer Agreement with BCS, LLC, its principals, and BCS Biomass, LLC effective July 1, 2016, in which Aquatech Bioenergy reaffirmed the obligations associated with the Aquatech Debt and the grant of the Security Interest; and Aquatech Bioenergy granted to BCS Biomass, LLC a fully paid up, royalty free, exclusive, transferable, sub licensable, perpetual License to all of its Intellectual Property, including but not limited to patents, within the Technology Field as defined within the certain Bridge Financing Amendment and Asset Transfer Agreement.

**NOW THEREFORE**, Aquatech Bioenergy hereby and herewith pledges and grants to BCS, LLC a lien on and security interest in and to all of its right, title, and interest in, to an under all of the following pledged collateral (including any continuations, divisionals, continuation-in-parts, reissues,):

US Patent Application No	US Patent No	Filing Date	Issue Date
12/940,477	9260730	5 Nov 2010	16 Feb 16
12/940,491	8759048	5 Nov 2010	24 Jun 14
12/628,601	8143041	1 Dec 2009	11 Feb 14
12/437,333	8647852	7 May 2009	27 Mar 2012
13/039,494	8435772	3 Mar 2011	7 May 2013
14/641,219		6 Mar 2015	
14/629,340		23 Feb 2015	

Aquatech Bioenergy, LLC

By: 

Its: 

Date: 12-21-16