504222343 02/10/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4269020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MOSS BUSTER, LLC	06/01/2013

RECEIVING PARTY DATA

Name:	MIDWEST OILSEEDS, INC.	
Street Address:	22555 LAREDO TRAIL	
City:	ADEL	
State/Country:	IOWA	
Postal Code:	50003	

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11604081
Patent Number:	8309492
Application Number:	13359026

CORRESPONDENCE DATA

Fax Number: (515)288-1338

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.

515-288-3667 Phone: Email: patatty@ipmvs.com

MCKEE, VOORHEES & SEASE, PLC **Correspondent Name:**

801 GRAND AVENUE Address Line 1:

Address Line 2: **SUITE 3200**

Address Line 4: **DES MOINES, IOWA 50309-2721**

NAME OF SUBMITTER: PATRICIA A. SWEENEY SIGNATURE: /Patricia A. Sweeney/ **DATE SIGNED:** 02/10/2017

Total Attachments: 4

source=Moss_Buster_Patent_Sec_Agmt#page1.tif source=Moss Buster Patent Sec Agmt#page2.tif source=Moss Buster Patent Sec Agmt#page3.tif source=Moss_Buster_Patent_Sec_Agmt#page4.tif

> **PATENT** REEL: 041222 FRAME: 0887 504222343

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), is effective as of the 1st date of June 2013 and made by and between Midwest Oilseeds, Inc., an Iowa corporation ("MOI"), and Moss Buster, LLC an Iowa limited liability company ("Moss Buster").

WITNESSETH:

WHEREAS, pursuant to the a Security Agreement, dated June 1, 2013 (the "Security Agreement") Moss Buster hereby executes and delivers this Agreement.

Accordingly, the MOI and Moss Buster agree as follows:

- SECTION 1. Grant of Security. Moss Buster hereby grants to the MOI for the ratable benefit of the Secured Parties a continuing security interest in all of such Moss Buster right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Moss Buster and wherever located or in which such Moss Buster now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):
- (a) each Patent or Patent Application, including, without limitation, each Patent and/or Patent Application referred to in Schedule A hereto including all prior provisional applications, divisional, renewal, substitute, continuation and international and Convention applications based in whole or in part upon said inventions or upon said applications, reissues and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions related thereto;
 - (b) each IP License to which Moss Buster is a party relating to any Patent; and
- (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Moss Buster against third parties for past, present or future infringement of any Patent or Patent Application owned Moss Buster (including, without limitation, any Patent or Patent Application identified in Schedule A hereto).
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by Moss Buster under this Agreement secures the payment and performance of all Obligations of Moss Buster now or hereafter existing under the Security Agreement.
- SECTION 3. <u>Recordation.</u> Moss Buster authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States record this Agreement.
- SECTION 4. <u>Grants, Rights and Remedies.</u> This Agreement has been entered into in conjunction with the provisions of the Security Agreements. Moss Buster does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of MOI with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

PATENT REEL: 041222 FRAME: 0888 SECTION 5. <u>Counterparts.</u> This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF IOWA.

SECTION 7. <u>Severability.</u> Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Midwest Oilseeds, Inc.
By: Jerall & Roughling
Title:
Date: 01/20/2017
For Moss Buster, LLC
By:
Title:
Date:

PATENT REEL: 041222 FRAME: 0889 SECTION 5. <u>Counterparts.</u> This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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Midwest Oil	seeds, Inc.			
By:				
B 1884				
Title:				
Date:	····	*************************		
For Moss Bu	ister, LLC	Men		
Title:	<u>Eo</u>			
Date:	1-19-17		oran.	

SCHEDULE A

Title	Serial Number	Filing Date	Patent No.	Issue Date
Method and formulation for eliminating moss with oregano oil	11/604,081	November 24, 2006		
Method and formulation for eliminating moss with oregano oil	13/135,939	July 19, 2011	8,309,492	November 13, 2012
Method and formulation for eliminating moss with oregano oil	13/359,026	January 26, 2012		

PATENT REEL: 041222 FRAME: 0891

RECORDED: 02/10/2017