

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4451249

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OMNIS MINERAL TECHNOLOGIES, LLC	03/27/2017
OMNIS THERMAL TECHNOLOGIES, LLC	03/27/2017
EARTH TECHNOLOGIES USA LIMITED	03/27/2017
RECEIVING PARTY DATA	
Name:	HENDRICKS COAL TECHNOLOGIES LLC
Street Address:	301 EAST MAIN STREET
Internal Address:	SUITE 1100
City:	LEXINGTON
State/Country:	KENTUCKY
Postal Code:	40707
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	61831918
Application Number:	61922374
Application Number:	61985721
Application Number:	14495657
Application Number:	14586685
PCT Number:	US1472850
Application Number:	14694735
Application Number:	14857450
Application Number:	15355928
PCT Number:	US1550737
Application Number:	62276732
PCT Number:	US1628485
Application Number:	62421128
PCT Number:	US1652243
Application Number:	15400575
PCT Number:	US1712604

CORRESPONDENCE DATA**Fax Number:** (937)449-6405

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.

Phone: (859) 425-1000**Email:** anna.vislosky@dinsmore.com**Correspondent Name:** CHARLES KREBS - DINSMORE & SHOHL LLP**Address Line 1:** 250 WEST MAIN STREET**Address Line 2:** SUITE 1400**Address Line 4:** LEXINGTON, KENTUCKY 40507

ATTORNEY DOCKET NUMBER:	91985-22
NAME OF SUBMITTER:	CHARLES KREBS
SIGNATURE:	/Charles Krebs/
DATE SIGNED:	06/08/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of March 27, 2017 and effective as of the Release Date (as defined below) is entered into by and among **Omnis Mineral Technologies, LLC**, a Delaware limited liability company (together with its successors and assigns, “**Omnis**”), **Omnis Thermal Technologies, LLC**, a Delaware limited liability company (together with its successors and assigns “**OTT**”), **Earth Technologies USA Limited**, a Hong Kong company (together with its successors and assigns, “**ETHK**” and together with Omnis and OTT, the “**Obligors**”) and **Hendricks Coal Technologies LLC**, a Delaware limited liability company (together with its successors and assigns, the “**Secured Party**”, and together with the Obligors, the “**Parties**”).

WHEREAS, the Obligors and certain of their Affiliates, Secured Party and certain of its Affiliates and York Global Finance LLC (“**York**”) have entered into that certain settlement and mutual release agreement dated as of the date of this Agreement (the “**Settlement Agreement**”);

WHEREAS, in conjunction with the Settlement Agreement the Obligors and other Affiliates of the Obligors have issued to Secured Party a promissory note dated as of the date of this Agreement with a principal amount of \$12,500,000 (the “**Promissory Note**”);

WHEREAS, in conjunction with the Settlement Agreement, the Obligors, Secured Party and SunTrust Bank (the “**Escrow Agent**”) have entered into that certain escrow agreement dated as of the date of this Agreement (the “**Escrow Agreement**”);

WHEREAS, the Obligors are entering into this Agreement to grant a security interest to the Secured Party in the Collateral (as defined below) to secure the obligations under the Promissory Note (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the parties agree as follows:

1. *Definitions.*

(a) The following terms shall have the following meanings:

“**Applicable Law**” means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“**Coal Feedstock**” means coal and coal products and by-products, including, without limitation, coal slurry, underflow, coal refuse and other coal waste products.

“**Coal Technology**” means any Technology (and any improvements or derivatives of the

foregoing) that enables the conversion of Coal Feedstock into viable products. The Coal Technology includes: (a) the Technology to reduce the size by milling, micro milling and/or high shear dispersion of coal particles such that mineral matter can be separated from the hydrocarbon matter as enhanced by unique and site specific chemistry; (b) the Technology for the removal of water from the hydrocarbon and mineral particles after separation, in powder, pellet and other forms, using standard and/or proprietary techniques or equipment; (c) the Technology for the removal of volatiles during the process and/or the selective removal of specific minerals (e.g., sulfur and chlorine); and (d) any other Technology required for the conversion of Coal Feedstock into viable products. For the avoidance of doubt, the Coal Technology includes, but is not limited to, all Technology owned by any Omnis Party or Affiliate of any Omnis Party as of the date of this Agreement that is required to produce the Products including all Technology that is utilized in all equipment such as milling, dispersion, flotation, pulse jet drying equipment and agricultural mineral product enhancement. Notwithstanding the foregoing, "Coal Technology" shall not include any Technology involving the following: (a) the hydro-mining of coal and the application of solid hydrocarbon particles into combustible gas, including systems of extracting coal using high pressure water or liquid slurries to achieve average particle size less than one millimeter; (b) Ceresoil®; or (c) the incorporation of solid hydrocarbon particles into combustible gas.

"Collateral" has the meaning set forth in Section 2.

"Excluded Patents" means any Patents now or hereafter issued or filed in any jurisdiction within the PRC (including any Patents that later are issued or filed in any jurisdiction within the PRC as a result of nationalizing any PCT application that is included in the Omnis Patents). For avoidance of doubt, nothing in this Agreement shall be interpreted to permit the Omnis Parties or their Affiliates to practice or enforce any claim of any of the Excluded Patents in any jurisdiction outside the PRC.

"Future Omnis Patents" means (a) any Patents that have claims directed to the Coal Technology that any Obligor or any Affiliate of any Obligor may hereafter file or acquire on or before June 10, 2017, including any Patent that claims priority to any Excluded Patent in any jurisdiction outside of the PRC, and (b) any Patent that is filed as a continuation application, divisional application, continuation in part application, or otherwise claims domestic or foreign priority to the patents or patent applications referenced in clause (a); provided that, Future Omnis Patents do not include the Excluded Patents.

"Governmental Authority" means any federal, foreign, provincial or state government, any federal, provincial, regional, state or local political subdivision, any governmental administrative or regulatory body, instrumentality, department or agency or any court, administrative hearing body, commission, arbitrator, or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

"Liens" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance in respect of such property or asset.

“Obligations” means all payment obligations under the Promissory Note, as the same may be amended or modified from time to time, including principal, interest, charges, fees, costs, expenses, indemnities and other amounts payable by the Debtors under the Promissory Note, however evidenced, whether now existing or hereafter arising, whether or not any Event of Default (as defined herein) exists, whether arising before, during or after the initial or any renewal term of the Promissory Note or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code or any similar Applicable Law, whether direct or indirect, absolute or contingent, joint or several, due or to become due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party under the Promissory Note.

“Omnis Patents” means Patents owned as of the date of this Agreement by the Obligors or any Affiliate of an Obligor that have claims directed to the Coal Technology, including, without limitation, those Patents set forth on Exhibit A and any Patent that is filed as a continuation application, divisional application, continuation in part application, or otherwise claims domestic or foreign priority to the patents or patent applications owned by the Obligors or any Affiliate of an Obligor on the date of this Agreement that have claims directed to the Coal Technology including any Patent that claims priority to any Excluded Patent in any jurisdiction outside of the PRC; provided that, the Omnis Patents do not include the Excluded Patents.

“Other Security Agreements” means the QRII Pledge Agreement and the HI Pledge Agreement.

“Patents” means rights in patents and utility models, and applications for any of the foregoing, together with all reissues, continuations, continuations-in-part, divisionals and reexaminations thereof.

“Person” means any natural person, corporation, trust, limited liability company, partnership, firm, association or organization, any not-for-profit entity, or any Governmental Authority, or any combination of any two or more of the foregoing.

“Proceeds” means all “proceeds” (as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as from time to time in effect in the State of New York (the **“New York UCC”**)), including, in any event, all dividends, returns of capital and other distributions and income from “investment property” (as such term is defined in Section 9-102(a)(49) of the New York UCC) and all collections thereon and payments with respect thereto.

“Products” means agricultural minerals, clean carbon fuels, metallurgical coal, oil products and all other viable products (when and if the same become commercially viable) that are produced by converting Coal Feedstock using the Coal Technology.

“PRC” means the Peoples Republic of China, Hong Kong and Taiwan.

“Release Date” means the date that this Agreement becomes effective in accordance with the terms of the Settlement Agreement and Escrow Agreement.

“Technology” means methods, methodologies, processes, techniques, technical data, know-how, inventions, discoveries, specifications, computer software, and any other technology.

(b) All other capitalized terms not defined herein shall have the meanings as set forth in the Settlement Agreement.

2. *Security Interest.* In order to secure the Obligations and the Obligors’ obligations under this Agreement, each Obligor, on behalf of itself and its Affiliates, hereby grants to the Secured Party a continuing security interest in, to and under the Omnis Patents and Future Omnis Patents and together with all Proceeds in or arising from any of the foregoing (collectively, the **“Collateral”**). Notwithstanding the foregoing, the: (a) the Excluded Patents are not included in the Collateral; and (b) the Future Omnis Patents shall not be included in the Collateral in the event that the Debtors pay in full the First Payment on or before June 10, 2017.

3. *[Intentionally Omitted]*

4. *Events of Default and Remedies.*

(a) The following shall be an “Event of Default” under this Agreement:

(i) the occurrence of an Event of Default (as that term is defined in the Promissory Note) that occurs under the Promissory Note;

(ii) other than the representations and warranties set forth in Sections 5(a), (d) and (e), any representation or warranty of any Obligor set forth in this Agreement shall be materially inaccurate or misleading and the failure to cure such representation or warranty within twenty (20) days of written notice of same;

(iii) any representations or warranties set forth in Sections 5(a), (d) and (e) of any Obligor shall be materially inaccurate or misleading and the failure to cure such representation or warranty within five (5) business days of written notice of same or, if the cure reasonably can be accomplished by the Obligors within ten (10) business days after receipt of such written notice and the Obligors continue to use reasonably diligent efforts to effect the cure following receipt of such written notice, within ten (10) business days after receipt of such written notice;

(iv) other than the covenants or conditions set forth in Sections 6(a), any Obligor shall fail to observe or perform any covenant or condition required in this Agreement thereby materially impairing the rights of the Secured Party in the Collateral or the benefits intended to be conferred on the Secured Party by this Agreement and the failure to cure such covenant or condition within twenty (20) days of written notice of same;

(v) *[Intentionally Omitted]*

(vi) any Obligor shall fail to observe or perform any covenant or condition required in Sections 6(a) and the failure to cure such covenant or condition within five (5) business days of written notice of same or, if the cure reasonably can be accomplished by the Obligors within ten (10) business days after receipt of such written notice and the Obligors continue to use reasonably diligent efforts to effect the cure following receipt of such written notice, within ten (10) business days after receipt of such written notice.

(b) Upon an Event of Default, (1) the Secured Party may exercise all rights and remedies available to a secured party under the New York UCC or other Applicable Law with respect to the Collateral, including sale or other disposal of the Collateral or any part thereof by public or private sale, (2) execute any instrument, document or agreement and do all other things necessary and proper to protect, preserve and realize upon the Collateral and other rights contemplated hereunder and under the Promissory Note, (3) exercise any and all other rights, powers, privileges, options and remedies now or hereafter available to the Secured Party pursuant to or in connection with this Agreement, the Promissory Note or pursuant to Applicable Law or principles of equity, and (4) any and all license agreements among the Obligors and their Affiliates with respect to the Collateral shall automatically terminate and be of no continuing effect.

(c) Each Obligor agrees that it shall not at any time plead, claim or take the benefit of any Applicable Law concerning appraisal, valuation, stay, extension, moratorium or redemption now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale or transfer to the Secured Party or any Affiliate of the Secured Party of the whole or any part of the Collateral or the possession thereof by any purchaser at any sale hereunder, and each Obligor waives the benefit of all such Applicable Laws. Each Obligor agrees that it shall not interfere with any right, power and remedy of the Secured Party provided for in this Agreement or now or hereafter existing under Applicable Law or in equity, or the exercise or beginning of the exercise by the Secured Party of any one or more of such rights, powers or remedies; provided that, nothing herein waives any rights of the Obligors to challenge or contest any attempted exercise by the Secured Party of any rights or remedies with respect to the Collateral that is not permitted by the terms of this Agreement or Applicable Law.

5. *Representations of Obligors.* Each Obligor hereby represents and warrants to the Secured Party that:

(a) Except for the security interest granted to the Secured Party pursuant to this Agreement and the security interest granted to HRL, which Secured Party shall cause HRL to terminate upon the Effective Date, the Obligors and their Affiliates are the sole and exclusive owners of, and hold all right, title and interest in, to and under, each item of Collateral free and clear of any Liens. No UCC financing statement with respect to all or any part of the Collateral is on file or of record in any public filing office, except such as have been filed in favor of the Secured Party or its Affiliates.

(b) Each Obligor has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated in this Agreement. The execution, delivery and performance of

this Agreement by each Obligor and the consummation of the transactions contemplated in this Agreement have been duly authorized by all necessary action on the part of each Obligor. This Agreement has been duly executed and delivered by each Obligor. Assuming due authorization, execution and delivery by the Secured Party, this Agreement constitutes a legal, valid and binding obligation of each Obligor, enforceable against such Obligor in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to creditors' rights generally and (ii) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(c) The execution and delivery of this Agreement by Obligors does not, and the performance by the Obligors of their obligations hereunder and the consummation of the transactions contemplated in this Agreement (with or without the giving of notice or lapse of time, or both), including, without limitation, the transfer or assignment to the Secured Party of any of the Collateral will not, directly or indirectly, (i) violate or conflict with or result in the breach of the provisions of any of the organizational documents of any Obligor or (ii) violate, breach, conflict with or constitute a default, an event of default, or require a consent or the delivery of notice, under any contract, law, permit or license to which any Obligor is a party or by which any Obligor is legally bound.

(d) Other than the Excluded Patents, Exhibit A contains a true, correct and complete list of all Patents owned by any Obligor, Omnis Party or any Affiliate of any Obligor or Omnis Party on the date of this Agreement that have claims covering the Coal Technology. Other than the Omnis Patents and the Excluded Patents, there are no other Patents that have claims covering the Coal Technology in which any, Obligor, Omnis Party or an Affiliate of an Omnis Party or Obligor has any interest on the date of this Agreement, including, without limitation, a direct or indirect ownership interest in another Person who owns such Patents, or any right to control the Patent directly or indirectly through a license or any other contract or arrangement. There are no licenses of the Omnis Patents in effect. The only Persons having an ownership interest in the Omnis Patents are the Obligors or any Affiliate thereof.

(e) This Agreement is effective to create in favor of the Secured Party legal, valid and enforceable Liens on, and security interests in, all of the Obligors' right, title and interest in and to the Collateral hereunder, and when all appropriate filings or recordings are made in the appropriate offices as may be required under Applicable Law, and upon termination of the security interest granted to HRL, this Agreement will constitute first priority fully perfected Liens on, and security interests in, all right, title and interest of the Obligors in the Collateral.

6. *Covenants of Obligors.* Each Obligor hereby covenants to the Secured Party as follows:

(a) Neither the Obligors nor any of their Affiliates shall sell, license, sublicense, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral, other than pursuant

to a Permitted License in accordance with the terms of the Settlement Agreement. The Obligors acknowledge and agree that any encumbrance, transfer, assignment or license of the Collateral that violate the provisions of this Section 6(a) shall be void ab initio.

(b) The Obligors will notify the Secured Party promptly if any of them knows that any application or issued Patent included in the Collateral has become abandoned, or of any material adverse determination or development (including the institution of, or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding any Obligor's or its Affiliates' ownership of such Collateral, it's or its Affiliates' right to prosecute, or obtain an issued patent on, any application included in such Collateral.

(c) If any Obligor or any Affiliate of any Obligor knows that any of their respective rights to any Collateral are infringed by a third party in any material respect, Obligors shall notify the Secured Party within 30 days after any Obligor or Affiliate of an Obligor learns thereof and will take such action in response thereto, as Obligors shall reasonably deem appropriate under the circumstances to protect such Collateral.

(d) Upon the written request of the Secured Party (which shall be no more frequently than once per calendar quarter), Obligors will promptly furnish to the Secured Party (but in no event less than five business days after receipt of such notice if such notice is provided prior to June 10, 2017 and no less than 30 days after receipt of such notice if such notice is received on or after June 10, 2017), statements and schedules identifying and describing any additions in the Collateral, including without limitation, any Future Omnis Patents.

7. Term.

(a) This Agreement shall terminate upon the payment in full of the Obligations. Upon payment in full of the Obligations, the Secured Party shall promptly return the Promissory Note to the Obligor Representative marked "cancelled" and it shall promptly record a UCC-3 (or similar statement) with the Delaware Secretary of State's office terminating any prior financing statement filed by or on behalf of Secured Party with regard to the Collateral, evidencing the termination of the Secured Party's Lien against the Collateral.

(b) If any demand is made at any time upon the Secured Party for the repayment or recovery of any amount received by it in payment or on account of any of the Obligations and if the Secured Party repays all or any part of such amount by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, the Obligors will be and remain liable for the amounts so repaid or recovered to the same extent as if such amount had never been originally received by the Secured Party. The provisions of this Section 7(b) will be and remain effective notwithstanding the termination of this Agreement or release of any of the Collateral by the Secured Party in reliance upon such payment (in which case the Obligors' liability will be limited to an amount equal to the fair market value of the Collateral determined as of the date such Collateral was released) and any such release will be without prejudice to the Secured Party's rights hereunder and will be deemed

to have been conditioned upon such payment having become final and irrevocable. This Section 7(b) shall survive the termination of this Agreement.

8. *Financing Statements; Further Assurances.* The Obligors hereby authorize the Secured Party to file this Agreement, any financing statement or similar record in any filing office or otherwise with any Governmental Authority the Secured Party deems appropriate, such record to be in such form as the Secured Party deems appropriate. The Obligors will do, and will cause their Affiliates to do, all such further things and execute such further documents as the Secured Party may reasonably request to record, confirm, perfect or validate the foregoing grant of security or to enable the Secured Party to protect and enforce the same.

9. *Bankruptcy.* Each Obligor hereby agrees that in consideration of the extension of credit that the Secured Party has provided to the Obligors and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event any Obligor shall (a) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended or any similar proceedings under Applicable Law; (b) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended or any other similar Applicable Law; (c) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future foreign, federal or state act or law relating to bankruptcy, insolvency or other relief for debtors; (d) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator; or (e) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future foreign, federal or state act or law relating to bankruptcy, insolvency or relief for debtors, then and in any of such events Secured Party shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Secured Party as provided in this Agreement. Each Obligor hereby agrees not to object to the Secured Party immediately seeking relief from the automatic stay, to allow the Secured Party to proceed immediately to obtain a final judgment of sale or foreclosure of this Agreement, to complete a foreclosure sale and/or to proceed against and realize upon the Collateral and to otherwise allow the Secured Party to take all such actions as the Secured Party may elect in its sole discretion in pursuance of the other rights and remedies available if an Event of Default by any Obligor occurs under this Agreement. Each Obligor hereby irrevocably waives any protection afforded under 11 U.S.C., Section 362(a).

10. *Power of Attorney.* Each Obligor, on behalf of itself and its Affiliates, hereby appoints and constitutes the Secured Party (and all Persons designated by the Secured Party) as such Obligor's and its Affiliates' true and lawful attorney-in-fact, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Secured Party reasonably may deem necessary or advisable to exercise rights and remedies in respect of the Collateral in accordance with the terms hereof and Applicable Law at any time after the occurrence and during the continuance of any Event of Default. Each power of attorney granted in the preceding sentence is coupled

with an interest and shall be irrevocable prior to the termination of this Agreement. Each Obligor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Collateral in the name of any purchaser of the Collateral (or any portion thereof) at a foreclosure sale conducted by Secured Party following the occurrence and during the continuance of an Event of Default in accordance with the requirements of Applicable Law and the terms of this Agreement, and/or (c) otherwise to enforce the rights of Secured Party with respect to any of the Collateral following the occurrence and during the continuance of an Event of Default.

11. No Duty on the Part of the Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Obligations and the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Obligors for any act or failure to act hereunder that is in compliance with the terms hereof and Applicable Law, except for its own gross negligence or willful misconduct.

12. Waiver. No waiver by the Secured Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Secured Party. No waiver by the Secured Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

14. Counterparts. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and in any number of multiple counterparts, all of which, when taken together, shall constitute one and the same instrument.

15. Jurisdiction and Venue. EACH OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE JURISDICTION UPON, THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA SEATED IN LOS ANGELES, CALIFORNIA AND ANY CALIFORNIA STATE COURT IN LOS ANGELES COUNTY, CALIFORNIA, OVER ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND AGREES NOT TO ASSERT,

AS A DEFENSE IN ANY SUCH ACTION THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SAID COURTS OR THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, THAT SUCH ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF SUCH ACTION IS IMPROPER. THE OBLIGORS HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT SERVICE OF PROCESS, SUMMONS, NOTICE OR ANY OTHER DOCUMENT SENT TO THE OBLIGOR REPRESENTATIVE BY MAIL OR OVERNIGHT COURIER IN ACCORDANCE WITH SECTION 22 TO THE OBLIGOR REPRESENTATIVE'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

16. Waiver of Jury Trial. EACH OBLIGOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER SOUNDING IN CONTRACT, TORT, STATUTE OR OTHERWISE) BETWEEN OR AMONG THE PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR ANY TRANSACTIONS CONTEMPLATED HEREUNDER.

17. Secured Party's Right to Elect to Arbitrate. Notwithstanding the provisions in Section 15 concerning jurisdiction and venue and in no way limiting the consent to such jurisdiction and venue by the Obligors, the Obligors agree that, in the event Secured Party (a) prior to the initiation of an action under Section 15 (i) reasonably concludes that an Obligor is not subject to the jurisdiction or venue of the courts specified in Section 15, or (ii) an Obligor contests the validity of the enforcement of any of the provisions in this Agreement, or (b) following the initiation of any such action, (i) an Obligor objects to the jurisdiction or venue of the courts specified in Section 15 or (ii) an Obligor contests the enforceability of any of the provisions of this Agreement, then in each such case at the election of Secured Party (and following the dismissal of any pending action against such Obligor initiated under Section 15), any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof, including, without limitation, the courts set forth in Section 15. Such arbitration proceedings shall be held in English in Los Angeles, California. All awards made pursuant to any arbitration proceeding conducted hereunder shall be in U.S. Dollars. Upon written notice by Secured Party of its intention to arbitrate any such matter, the Obligors and Secured Party shall each select an arbitrator within ten (10) days of such notice, and within fifteen (15) days after their selection such arbitrators shall select a third arbitrator, who shall serve as chairperson, and the three arbitrators (each of whom shall be fluent in English) shall hear and determine the controversy. If any arbitrator is not appointed within such time limits, then such arbitrator shall be appointed by the AAA. The proceedings of the arbitration shall be kept confidential between AAA, the Parties, their respective counsel and other professional advisors, and the arbitrators, including any pleadings, discovery or other similar items, and shall not be disclosed to the public or any other third party without the express written consent of the

Parties involved in the arbitration proceeding, except to the extent reasonably necessary to enforce the arbitrator's award.

18. *Obligor Representative.* Each Obligor hereby irrevocably and unconditionally authorizes and appoints Simon K. Hodson as the representative of the Obligors to give and receive notices and service of process under this Agreement (the "**Obligor Representative**").

19. *Escrow.* The parties acknowledge and agree that pursuant to the terms of the Settlement Agreement and Escrow Agreement, this Agreement shall be executed by all Parties and placed in escrow with the Escrow Agent until such time as it is released from Escrow in accordance with the terms of the Settlement Agreement and Escrow Agreement. In the event that the Escrow Agent releases this Agreement to the Secured Party pursuant to the terms of the Escrow Agreement and Settlement Agreement, this Agreement shall be immediately effective as of the Release Date and the parties acknowledge and agree that this Agreement shall be deemed duly delivered to the Secured Party as of the Release Date. Until the Release Date, this Agreement shall be deemed not to have been delivered by Obligors to Secured Party and shall have no force and effect.

20. *Attorneys' Fees and Expenses.* The Secured Party shall be entitled to recover from the Obligors all costs reasonably incurred to enforce this Agreement or collect any amounts due hereunder and other expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

21. *Expedited Arbitration.*

(a) In the event that the Secured Party provides notice to the Obligors of an Event of Default (other than an Event of Default pursuant to Section 4(a)(i)) and the Obligors, in good faith dispute that such an Event of Default has occurred the Obligors may commence arbitration with respect to such dispute by (i) filing a Demand for Arbitration with the AAA, (ii) paying the required filing fee to AAA and (iii) delivering an arbitration notice (the "**Arbitration Notice**") and copy of such Demand for Arbitration to the Secured Party by no later five (5) business days from the date the Obligors receive notice of the Event of Default that the Obligors dispute (collectively, the "**Arbitration Requirements**"). The Arbitration Notice shall provide in detail the basis for which the Obligors are disputing the Event of Default. In the event that the Obligors fail to meet any of the Arbitration Requirements within the time period set forth in the preceding sentence, the Obligors shall have waived any right to contest the validity of the Event of Default. In the event that the Obligors meet the Arbitration Requirements and file an arbitration in accordance with the terms of this Section 21, the Secured Party agrees that it shall not proceed with any remedies it is entitled to pursuant to this Agreement or under Applicable Law until such time as the arbitration that is initiated pursuant to this Section 21 is finally resolved or the parties reach a settlement with respect to such matter. For avoidance of doubt, the Obligors shall have no right to proceed with arbitration in accordance with the terms of this Section 21 for, and this Section 21 shall not apply to, an Event of Default as a result of the Obligors failing to timely make any payment due pursuant to Section 4(a)(i).

(b) The Obligors acknowledge and agree that their right to file for arbitration with respect to a dispute concerning an Event of Default is limited only to the Events of Default for

which the Obligors are permitted to dispute and file for arbitration as set forth in Section 21(a). The Obligors further acknowledge and agree that any claim for arbitration related to a dispute of an Event of Default that is based, in whole or in part, on any other basis shall be invalid.

(c) In the event that the Obligors have met the Arbitration Requirements and an arbitration ensues, the parties agree that such dispute shall be settled by arbitration administered by AAA in accordance with its Commercial Arbitration Rules using the Commercial Expedited Rules of Procedure and judgment on the award rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof. The Obligors shall be responsible for all filing fees and arbitrator's fees for any arbitration in accordance with this Section 21, subject to an award of such fees by the arbitrator as set forth in Section 21.

(d) The Parties agree that the requirements set forth in this Section 21 shall apply to any arbitration commenced under this Section 21. Claims shall be heard by a single arbitrator who shall be experienced in commercial matters. The place of arbitration shall be Los Angeles, California. The arbitration shall be governed by the laws of the State of California. There shall be no discovery other than the exchange of documents. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing (unless requested by the arbitrator), provided however, any party may submit this Note, the Settlement Agreement or any other Ancillary Agreement and the Arbitration Notice to the arbitrator. The Obligors shall submit their documents and written arguments to the arbitrator and provide a copy of such documents and written arguments to the Secured Party (via email and overnight courier) by no later than five (5) business days after the arbitrator is appointed. The Secured Party shall submit its documents and written arguments to the arbitrator and provide a copy of such documents and written arguments to the Obligors (via email and overnight courier) by no later than five (5) business days after the Obligors have submitted their documents and written arguments to the arbitrator. The Secured Party may submit to the arbitrator as a claim, defense or counter-argument against the Obligors that the claim for arbitration is invalid because it is beyond the scope of a valid objection pursuant to the terms of this Agreement and the arbitrator shall have authority to make a determination with respect to this claim, defense or counter-argument. The award shall be made within forty-five (45) days of the filing of the Demand for Arbitration, and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by mutual agreement of the parties only. Any ruling of the arbitrator shall only apply with respect to a determination that the particular Event of Default in dispute has occurred or not occurred or that the Obligors were not entitled to dispute the Event of Default pursuant to arbitration. If the arbitrator determines that an Event of Default occurred or that the Obligors were not entitled to dispute the Event of Default, or if the Obligors dismiss the arbitration prior to final resolution, the arbitrator shall award "cost and fees" to the Secured Party. On the other hand, if the arbitrator determines that an Event of Default did not occur or the Secured Party dismisses the arbitration prior to final resolution, the arbitrator shall award "cost and fees" to the Obligors. "**Costs and fees**" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, court costs, and reasonable attorneys' fees.

(e) Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all

Parties.

22. *Notices.* Any notice required or permitted to be given by this Agreement to the parties shall be in writing and shall be delivered personally (in which case the notice shall be deemed received when delivered) or sent by a reputable overnight courier service, return receipt requested to the parties at the addresses below or to such other address for which the Obligor Representative (in the case of the Obligors) or the Secured Party shall give written notice to the other party, and with an additional courtesy copy sent by email (in which case the notice shall be deemed delivered upon delivery by the courier service to the address of the Party to whom the delivery is to be made).

To: Obligors:

Simon K. Hodson
Omnis Mineral Technologies, LLC
4181 State Street
Santa Barbara, CA 93110
Email: skhodson99@gmail.com

With a copy to:

J. Nicholson Thomas, Esq.
2029 Century Park East, 40th Floor
Los Angeles, CA 90067
Email: nthomas@gibsondunn.com

To: Secured Party

Hendricks Coal Technologies LLC
301 East Main Street, Suite 1100
Lexington, KY 40507
Attention: Julian McIntyre
Email: julian@mcintyrepartners.com

With a copy to:

Dinsmore & Shohl LLP
250 West Main Street, Suite 1400
Lexington, KY 40507
Attn: Jason B. Sims, Esq.
Email: jason.sims@dinsmore.com

[Remainder of this page left intentionally blank.]

11148388

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives upon the date first herein written.

OMNIS MINERAL TECHNOLOGIES, LLC

By: _____
Name: Simon K. Hodson
Title: CEO

EARTH TECHNOLOGIES USA LIMITED


By: _____
Name: Simon K. Hodson
Title: Director

OMNIS THERMAL TECHNOLOGIES, LLC

By: _____
Name: Randall A. Smith
Title: Manager

[Omnis Signature Page to Intellectual Property Security Agreement]

HENDRICKS COAL TECHNOLOGIES LLC

By: 
Julian McIntyre, Manager

[Hendricks Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 042652 FRAME: 0573

EXHIBIT A

OMNIS PATENTS

(See Attached)

EXHIBIT A **OMNIS PATENTS**

Omnis File No.	Country	Title	Application No. Filing Date	Owner/ Applicant	Patent/Reg No. Issue Date
21688.2	USA	SYSTEMS AND METHODS FOR RECOVERY AND UPGRADE OF COAL FINES	61/831,918 06-Jun-2013	Earth Technologies USA Ltd.	Provisional
21688.3	USA	VIBRATION ASSISTED VACUUM DEWATERING OF COAL FINES	61/922,374 31-Dec-2013	Earth Technologies USA Ltd.	Provisional
21688.4	USA	CAMSHAFT MECHANISM FOR APPLYING VIBRATION TO THE SURFACE OF FILTER CAKE	61/985,721 29-Apr-2014	Earth Technologies USA Ltd.	Provisional
21688.6	USA	FLOTATION SEPARATION OF FINE COAL PARTICLES FROM ASH-FORMING PARTICLES	14/495,657 24-Sep-2014	Earth Technologies USA Ltd.	Publication: US 2016/0082446 24-Mar-2016
21688.7	USA	VIBRATION ASSISTED VACUUM DEWATERING OF FINE COAL PARTICLES	14/586,685 30-Dec-2014	Earth Technologies USA Ltd.	Publication: US 2015/0184099 02-Jul-2015
21688.9	PCT	VIBRATION ASSISTED VACUUM DEWATERING OF FINE COAL PARTICLES	PCT/US14/72850 30-Dec-2014	Earth Technologies USA Ltd.	
21688.10	USA	COAL-DERIVED MINERAL MATTER AS A SOIL AMENDMENT	14/694,735 23-Apr-2015	Earth Technologies USA Ltd.	Publication: US 2016/0311728 27-Oct-2016
21688.11	USA	COMBUSTIBLE PELLET DRYING SYSTEM	14/857,450 17-Sep-2015	Omnis Thermal Technologies, LLC	
21688.12	USA	VARIABLE RESIDENCE TIME DRYING SYSTEM FOR BIOMASS	15/355,928 18-Nov-2016	Omnis Thermal Technologies, LLC	

21688.13	PCT	FLOTATION SEPARATION OF FINE COAL PARTICLES FROM ASH-FORMING PARTICLES	PCT/US15/50737 17-Sep-2015	Earth Technologies USA Ltd.	
21688.15	USA	COMBUSTION GAS REMOVAL FROM FLUE GAS USING COAL-DERIVED MINERAL MATTER	62/276,732 08-Jan-2016	Earth Technologies USA Ltd.	Provisional
21688.17	PCT	COAL-DERIVED MINERAL MATTER AS A SOIL AMENDMENT	PCT/US2016/28485 20-Apr-2016	Earth Technologies USA Ltd.	
21688.18	USA	COAL-DERIVED SOLID HYDROCARBON	62/421,128 11-Nov-2016	Earth Technologies USA Ltd.	Provisional
21688.20	PCT	COMBUSTIBLE PELLET DRYING SYSTEM	PCT/US16/52243 16-Sep-2016	Omnis Thermal Technologies, LLC	
21688.24	USA	COMBUSTION GAS REMOVAL FROM FLUE GAS USING COAL-DERIVED MINERAL MATTER	15/400,575 6-Jan-2017	Earth Technologies USA Ltd.	
21688.25	PCT	COMBUSTION GAS REMOVAL FROM FLUE GAS USING COAL-DERIVED MINERAL MATTER	PCT/US2017/012604 6-Jan-2017	Earth Technologies USA Ltd.	