

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4549368

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	06/27/2017
RECEIVING PARTY DATA		
Name:	SUMMITBRIDGE NATIONAL INVESTMENTS V LLC	
Street Address:	1700 LINCOLN STREET, SUITE 2150	
City:	DENVER	
State/Country:	COLORADO	
Postal Code:	80203	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8668540
CORRESPONDENCE DATA		
Fax Number:	(215)851-1420	
<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>		
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Correspondent Name:	MATTHEW P. FREDERICK	
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Address Line 2:	REED SMITH LLP	
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ATTORNEY DOCKET NUMBER:	883968.60093	
NAME OF SUBMITTER:	MATTHEW P. FREDERICK	
SIGNATURE:	/Matthew P. Frederick/	
DATE SIGNED:	08/14/2017	
Total Attachments: 8		
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ASSIGNMENT OF PATENT SECURITY AGREEMENT

This Assignment of Patent Security Agreement (this "Patent Assignment") is made and entered into this June 27, 2017, by and among SummitBridge National Investments V LLC, a Delaware limited liability company ("Assignee"), Bank of America, N.A., as Administrative Agent ("Assignor"), and ECS Refining, LLC, a Delaware limited liability company, formerly known as ECS Refining Texas, LLC (the "Company").

WHEREAS, this Patent Assignment is being entered for good and valuable consideration in connection with the transactions contemplated by the Assignment and Assumption dated March 29, 2017 (the "Assignment and Assumption"), by and among the Assignee and Assignor;

WHEREAS, the Company and Assignor were parties to that certain Credit Agreement dated as of February 6, 2012, by and between the Company and Assignor, which was amended by that certain First Amendment to Credit Agreement and Waiver dated as of April 30, 2013, which was further amended by that certain Second Amendment to Credit Agreement dated as of January 29, 2014, and which was further amended by that Third Amendment to Credit Agreement and Waiver Thereunder dated as of April 24, 2015 (as amended, the "Credit Agreement"), and Assignor has sold and assigned to Assignee all of Assignor's rights and obligations under the Credit Agreement and related documents;

WHEREAS, the Company and Assignor are party to that certain Patent Security Agreement dated as of May 22, 2015 (the "**Patent Security Agreement**"), pursuant to which the Company granted to Assignor a security interest in all patents, whether foreign or domestic, applications, registrations, and recordings for any such patents in the United States Patent and Trademark Office (as further defined therein, the "**Collateral**"), as collateral security for the prompt and complete payment and performance in full of all of the Obligations of the Company (as defined in the Patent Security Agreement); and

WHEREAS, Assignor has transferred to Assignee its right, title and interest in the security interest in the Collateral granted to Assignor by the Company pursuant to the Patent Security Agreement.

NOW, THEREFORE,

1. In connection with the transactions contemplated by the Assignment and Assumption, Assignor does hereby assign, transfer and convey to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to (i) the security interest granted to it by the Company in and to the Collateral under the Patent Security Agreement and (ii) all of Assignor's rights and interests under the Patent Security Agreement.

2. This Patent Assignment is subject to all the terms and conditions of the Assignment and Assumption. Other than as set forth herein, no provision of this Patent Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Patent Security Agreement, the Assignment and Assumption, or the Credit Agreement.

Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the Assignment and Assumption, the terms and conditions of the Assignment and Assumption shall control.

3. Following the execution of this Patent Assignment by Assignor and Assignee, (a) Assignee shall be a party to the Patent Security Agreement and, to the extent of the interest assigned pursuant to this Patent Assignment, have the rights and obligations of the Administrative Agent thereunder, and (b) Assignor shall, to the extent of the interest assigned pursuant to this Patent Assignment, relinquish its rights and be released from its obligations under the Patent Security Agreement.

4. The Company consents to the assignment set forth in this Patent Assignment.

5. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee of the Collateral issued in the United States or issued or registered in any corresponding jurisdiction. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment to Assignee, or any assignee or successor thereto.

6. This Patent Assignment may be executed in any number of counterparts and by different parties to this Patent Assignment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or scanned and emailed shall be deemed to be an original signature hereto.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed by its duly authorized officer.

ASSIGNOR:

BANK OF AMERICA, N.A.,

as Administrative Agent

By: 

Name: Tamara J. Laughinghouse

Its: Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina
County of Mecklenburg

On July 25, 2017 _____ before me, Kimberly H. Blackwelder, Notary Public
(here insert name and title of the officer)

personally appeared Tamara J. Laughinghouse

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature Kimberly H. Blackwelder

KIMBERLY H. BLACKWELDER
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires May 26, 2018
(Seal)

ASSIGNEE:

SUMMITBRIDGE NATIONAL INVESTMENTS V LLC

By: 
Name: Scott Silvers
Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ New York
County of New York

On July 18, 2017 before me, Marisol Sanchez, Notary Public
(here insert name and title of the officer)

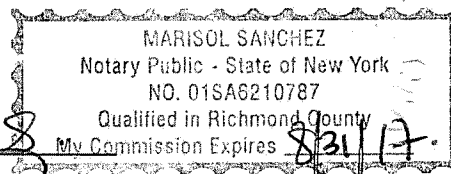
personally appeared Scott Silvers
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marisol Sanchez



(Seal)

Acknowledged and agreed.

COMPANY:

ECS REFINING, LLC

By: 

Name: James Willis

Its: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,

County of SAN JOAQUIN

On JUNE 27, 2017 before me, JASON LEGASPI, A NOTARY PUBLIC
(here insert name and title of the officer)

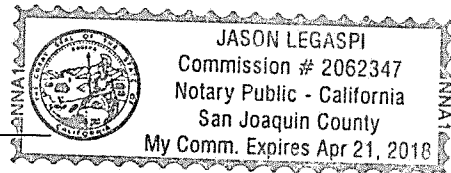
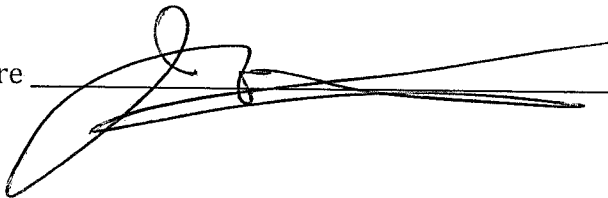
personally appeared JAMES WILDS
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)