

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4631845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INNOVATIVE SILICA TECHNOLOGIES, LLC	09/27/2017
RECEIVING PARTY DATA	
Name:	LYNWOOD CAPITAL PARTNERS, LLC
Street Address:	1297 S. LIPAN ST.
City:	DENVER
State/Country:	COLORADO
Postal Code:	80223
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8057771
Patent Number:	7270794
Patent Number:	6406678
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	dh@lynwoodcapital.com
Correspondent Name:	LYNWOOD CAPITAL PARTNERS, LLC
Address Line 1:	1297 S. LIPAN ST.
Address Line 4:	DENVER, COLORADO 80223
NAME OF SUBMITTER:	DIMITRI ADLOFF
SIGNATURE:	/Dimitri Adloff/
DATE SIGNED:	10/09/2017
Total Attachments: 3	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is made as of this ^{27th} day of September, 2017 (the "IP Security Agreement") by and between Innovative Silica Technologies, LLC, an Arkansas limited liability company ("Borrower"), for the benefit of Lynwood Capital Partners, LLC, a Colorado limited liability company, its successors and assigns (together with its successors and assigns, if any, "Lender").

RECITALS

WHEREAS, this IP Security Agreement is a supplement to that certain Secured Convertible Promissory Note, dated as of even date herewith, by and between Borrower and Lender (the "Note"). All capitalized terms not defined herein shall have the definitions ascribed to them in the Note, and are incorporated herein by reference.

WHEREAS, this IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO"), which sets forth Borrower's pledge of their intellectual property as security for the indebtedness Borrower owes to Lender as set forth in the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

GRANT OF SECURITY INTEREST

Borrower hereby grants to Lender a security interest in and lien on all Intellectual Property now or hereafter owned by Maker in any way related to the process to manufacture amorphous silica from biogenic material such as rice hulls (including, without limitation, the patents and patent applications listed in **Exhibit 1** attached hereto and incorporated herein by reference), and including any continuations, enhancements, extensions or amendments thereof, and all proceeds of any of the foregoing. For purposes hereof, "Intellectual Property" means all patent rights, patent applications, copyrights, moral rights, rights in ideas, rights in inventions, works of authorship, strategies, plans, data rights, database rights, trademark rights, proprietary information created, discovered or developed, know-how, trade secrets, processes, methods, techniques, formulations, formulas, compositions, catalysts, samples, operating conditions, operating manuals, data, procedures, specifications, data curves, test results, experimental data, kinetic parameters, software, all written and electronic information and other intellectual property rights relating to any of the foregoing.

MISCELLANEOUS

The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note. All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Note are

16

restated and incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Note, the definitions, terms or provisions of the Note shall control.

This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Colorado. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower has executed and delivered this IP Security Agreement as of the date first written above.

Innovative Silica Technologies, LLC,
an Arkansas limited liability company

By: *Leo Gingras*
Leo Gingras, Manager

STATE OF Louisiana)
) ss.
COUNTY OF Allen)

The foregoing instrument was acknowledged before me this 27th day of September 2017, by Leo Gingras, as Manager of Innovative Silica Technologies, LLC, an Arkansas limited liability company.

Witness my hand and official seal.

My commission expires: at death

Laura F. Bertrand #219
Notary Public

LAURA F. BERTRAND
NOTARY PUBLIC #219
Allen Parish, Louisiana
My Commission is for life.

Exhibit 1
List of Patents

U.S. Patent No. 8,057,771

U.S. Patent No. 7,270,794

U.S. Patent No. 6,406,678

Chinese Patent No. ZL 02807291.X

Japanese Patent No. 4174795

European Patent No. 1,381,563

Chinese Patent No. ZL 2006 8 0009310.3

European Patent Application 06748839.5

Indian Patent No. 261560