

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4695572

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIBINE INDUSTRIES LLC	11/16/2017
RECEIVING PARTY DATA		
Name:	KUBOTA CORPORATION	
Street Address:	2-47 SHIKITUHIGASHI 1-CHOME	
Internal Address:	NANIWA-KU	
City:	OSAKA	
State/Country:	JAPAN	
Postal Code:	556-8601	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	15681461	
Application Number:	15621218	
Application Number:	15642799	
Application Number:	15623619	
Application Number:	15649684	
Application Number:	14967691	
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>		
Phone:	216-479-8386	
Email:	rebecca.gallagher@squirepb.com	
Correspondent Name:	SQUIRE PATTON BOGGS (US) LLP	
Address Line 1:	127 PUBLIC SQUARE	
Address Line 2:	4900 KEY TOWER	
Address Line 4:	CLEVELAND, OHIO 44114	
NAME OF SUBMITTER:	REBECCA GALLAGHER	
SIGNATURE:	/s/ Rebecca Gallagher	
DATE SIGNED:	11/17/2017	

Total Attachments: 10

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EXHIBIT 9.1INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 16th day of November, 2017, by and among Tribine Industries LLC, a limited liability corporation organized and existing under the laws of Indiana ("TI"), Tribine Harvester LLC, a limited liability corporation organized and existing under the laws of Indiana ("TH"), and each of the other Persons that becomes a Grantor hereunder from time to time (each of the foregoing a "Grantor" and collectively, the "Grantors"), and Kubota Corporation, a corporation organized and existing under the laws of Japan (the "Secured Party"). Capitalized terms used but not otherwise defined herein shall have the meanings given in the License Agreement (defined below).

Recitals:

A. The Grantors and the Secured Party have entered into that certain License and Technical Assistance Agreement of even date herewith (as the same may be amended, restated, modified, extended or supplemented from time to time, the "License Agreement").


B. Pursuant to section 9.1 of the License Agreement, the Grantors granted the Secured Party a first priority security interest in and to the Tribine IP Rights (as defined therein) and all of the Grantors' right, title, and interest in and to the same, and all proceeds and products of the same, in order to secure the prompt payment and performance of the Grantors' respective obligations under the License Agreement. The Grantors are also required to sign and deliver this Agreement to the Secured Party to set forth additional terms with respect to the security interest so granted.

C. Pursuant to section 9.3 of the License Agreement, the Secured Party's receipt of this Agreement is a condition precedent to the performance of the Secured Party's obligations under the License Agreement.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. SECURITY INTEREST IN PATENTS, COPYRIGHTS, ETC. Each Grantor hereby grants to the Secured Party, as security for the Secured Obligations (defined below), a security interest in and continuing Lien on, with (upon the occurrence and during the continuance of a breach of the License Agreement by either or both of the Grantors) power of sale to the extent permitted by applicable law, all of each Grantor's right, title and interest in and to the Tribine IP Rights and all U.S. and foreign patents, copyrights, patent applications, copyright applications and the other general intangibles relating thereto including the design



rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications arising out of or relating to the Tribine IP Rights whether now owned or existing and filed or hereafter acquired or arising and filed (collectively and together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral") including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

2. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Agreement secure the following (collectively, the "Secured Obligations"):

(i) in the event of a material breach of the License Agreement by either or both of the Grantors that is not cured within any applicable grace period, the full and prompt payment of any and all Liquidated Damages that may become due as provided by section 12.5 of the License Agreement, and any and all other amounts to which the Secured Party is or may become entitled to receive under other provisions of the License Agreement or applicable law;

(ii) any and all other amounts that the Secured Party is or may become entitled to receive from either of the Grantors (a) under the License Agreement, (b) on account of any judgment, order or decree or other relief issued or granted by a court of a competent jurisdiction in relation to the License Agreement, (c) in connection with any Bankrupt proceeding, and/or (d) under applicable law; and

(iii) any and all other obligations of either of the Grantors relating to the Tribine IP Rights or other Proprietary Collateral owed to the Secured Party or otherwise required to be performed by either or both of the Grantors under the terms of the License Agreement or applicable law, including without limitation, section 365(n) of the United States Bankruptcy Code.

3. NEW PATENTS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, copyright, patent application, copyright application, design right, trade secret, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, in each case arising out of or relating to the Tribine IP Rights ("Future IP"), the provisions of Paragraph 2 above shall automatically apply thereto and such Future IP shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. Each Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) within thirty (30) days of each such event. Each Grantor hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any Future IP and such

Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

4. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral, as authorized under Section 10 hereof, shall be co-extensive with such Grantor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the date on which all Collateral has been released by the Secured Party.

5. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. Upon release of all of the Proprietary Collateral by the Secured Party following the earlier of (a) full and complete payment and performance of all Secured Obligations or (b) the later of (i) March 31, 2018 and (ii) the successful completion of the first training session described in Schedule 3.3 to the License Agreement, this Agreement shall terminate, and the Secured Party shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement or the License Agreement.

6. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute any patent application, that is part of the patents pending as of the date hereof and thereafter until the termination of this Agreement; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used in connection with the Tribine IP Rights, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors. No Grantor shall abandon any material pending patent application or patent, copyright encumbered hereby without the prior written consent of the Secured Party.

7. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of such Grantor, threatened against the Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to each Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, copyrights and other

Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with the Tribine IP Rights.

9. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder or under the License Agreement shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the License Agreement shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) Upon the occurrence and during the continuance of a material breach by either or both of the Grantors under the License Agreement that is not cured within any applicable grace period, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement or the License Agreement, or that are otherwise available at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents or, copyrights secured hereby and, if the Secured Party shall commence any such suit, the Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Secured Party for all reasonable out-of-pocket costs and other reasonable expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (a), above, if a material default by either or both of the Grantors exists under the License Agreement and is not cured within any applicable grace periods, the Secured Party may by written notice to the Grantors take any or all of the following actions: (i) declare the entire right, title and interest of the Grantors in each of the patents, copyrights and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case each Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantors to refrain, in which event each Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and each Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

11. SEVERABILITY. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. MODIFICATION. This Agreement cannot be altered, amended or modified in any way, except in a writing signed by the parties hereto pursuant to section 14.1 of the License Agreement.

13. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the License Agreement, or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of material breach of the License Agreement by either or both Grantors, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Collateral shall have been released pursuant to the terms of hereof. Each Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the License Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

14. AGENT. The Secured Party will hold in accordance with this Agreement all items of the Proprietary Collateral at any time received under this Agreement. The acceptance by the Secured Party of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Proprietary Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Proprietary Collateral.

15. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for such Grantor.

16. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to the conflicts of law principles thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

17. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in section 14.3 of the License Agreement.

18. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of material breach of the License Agreement by either or both of the Grantors) may do so at its option (and, if it does not do so, the Grantors may do so at Grantors' sole cost and expense and only with the prior written consent of the Secured Party (such consent not to be unreasonably withheld or delayed)), and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT, THE LICENSE AGREEMENT, OR WITH THE TRANSACTIONS RELATED THERETO.


[No further provisions are on this page; the next page is the signature page.]

A handwritten signature in black ink, appearing to be 'R.R.', is located in the lower right quadrant of the page.

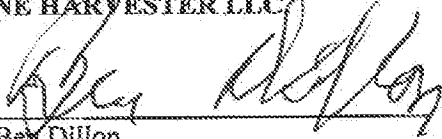
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, as of the date first above written.

GRANTORS:

TRIBINE INDUSTRIES LLC.

By: 
Name: Ben Dillon
Title: President

TRIBINE HARVESTER LLC

By: 
Name: Ben Dillon
Title: President

SECURED PARTY:

KUBOTA CORPORATION

By: R. Minami

Name: Ryuichi Minami

Title: Executive Officer & General Manager
of Harvester and Transplanter Division

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EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Patent Applications

<u>ID</u>	<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Description</u>
(i)	TI	US	SN15/681,461	Aug 21 st 2017	DIL 2-027-3
(ii)	TI	US	SN15/621,218	Jan 13 th 2017	DIL 2-029
(v)	TI	US	SN15/642,799	Jul 6 th 2017	DIL 2-032
(vi)	TI	US	SN15/623,619	Jan 15 th 2017	DIL 2-030
(vii)	TI	US	SN15/649,684	Jul 14 th 2017	DIL 2-033
(vii)	TI	DE	102017116581	Jul 22 nd 2017	DIL 2-033DE

Granted or Published Patents

<u>ID</u>	<u>Grantor</u>	<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Patent No.</u>	<u>File Date</u>	<u>Description</u>
(i)	TI	US	201514967691	2017/0164559	9820442	Dec 14 th 2015	DIL 2-027
(i)	TI	DE	2016123182.7	102016123182		Dec 1 st 2016	DIL2-027DE

Exhibit A



Know-How and Copy rights

<u>ID</u>	<u>Grantor</u>	<u>No.</u>	<u>Description</u>
(i)	TH	T20-004	Concaves - all drawings and 3d model
(i)	TH	T20-104	Grates - all drawings and 3d model
(ii)	TH	T80-002	Tilt asm-feeder - all drawings and 3d model
(iii)	TH	T80-005	Conveyor asm-feeder - all drawings and 3d model
(iv)	TH	A4782	All drawings and 3d model
(v)	TH	T12-001	Multiple drawings and hyd. Layout
(v)	TH	T13-002	Multiple drawings and hyd. Layout
(v)	TH	T12-001	Fan asm-cleaning - all drawings and 3d model plus hydraulics
(v)	TH	T12-002	Fan asm-tailings - all drawings and 3d model plus hydraulics
(v)	TH	T12-003	Fan asm-charge - all drawings and 3d model plus hydraulics
(v)	TH	T13-002	Housing - all drawings and 3d model plus hydraulics
(vi)	TH	T27-001	Van asm-adjustable, rotor - all drawings and 3d model
(vii)	TH	T65-001	Tailings asm - all drawings and 3d model
(vii)	TH	T14-001	Fram asm-cleaning shoe

Exhibit A



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010-8551-4858/1/AMERICAS