504690785 12/15/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4737507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
NOVUS ENERGY, L.L.C.	12/14/2017
NOVUS-PACIFIC, L.L.C.	12/14/2017

#### **RECEIVING PARTY DATA**

Name:	TRUBLU MANAGEMENT LLC
Street Address:	33 CHESTNUT WOODS ROAD
City:	REDDING
State/Country:	CONNECTICUT
Postal Code:	06896

## **PROPERTY NUMBERS Total: 12**

Property Type	Number
Patent Number:	8333942
Patent Number:	7919290
Patent Number:	7608439
Patent Number:	8198058
Patent Number:	7687250
Patent Number:	7622285
Patent Number:	7309592
Patent Number:	9523102
Application Number:	15338413
Application Number:	15338414
Application Number:	15338415
Application Number:	15338417

### **CORRESPONDENCE DATA**

**Fax Number:** (617)523-6850

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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,kristina.robinson@hklaw.com

Correspondent Name: HOLLAND & KNIGHT LLP Address Line 1: 10 ST. JAMES AVENUE

504690785 REEL: 044409 FRAME: 0592

PATENT\_

Address Line 4: BOS	e 4: BOSTON, MASSACHUSETTS 02116	
ATTORNEY DOCKET NUMBER:	149653.00002	
NAME OF SUBMITTER:	SUSAN C. DINICOLA	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	12/15/2017	

## **Total Attachments: 4**

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> PATENT REEL: 044409 FRAME: 0593

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 14, 2017, is made by (i) NOVUS ENERGY, LLC, a Delaware limited liability Debtors (ii) NOVUS-PACIFIC, L.L.C., a Minnesota limited liability Debtors (the "<u>Debtor</u>" or "<u>Debtors</u>"), in favor of (i) TRUBLU Management, LLC, a Delaware limited liability Debtors (the "<u>Secured Party</u>").

**WHEREAS**, the Debtors have issued, executed and delivered to the Secured Party the following secured promissory notes issued on the dates specified below. Each Note may be referred to as a "Note" and collectively, such nine Notes, the "<u>Notes</u>"; and

- Issued by the Debtors to the Secured Party on December 2, 2011 (the "First Note");
- issued by the Debtors to the Secured Party on August 13, 2012 (the "Second Note");
- issued by the Debtors to the Secured Party on March 15, 2013 (the "Third Note");
- issued by the Debtors to the Secured Party on April 26, 2013 (the "Fourth Note");
- issued by the Debtors to the Secured Party on February 12, 2014 (the "Fifth Note");
- issued by the Debtors to the Secured Party on August 4, 2014 (the "Sixth Note");
- issued by the Debtors to the Secured Party on January 20, 2015 (the "Seventh Note");
- issued by the Debtors to the Secured Party on August 31, 2015 (the "Eighth Note"); and
- issued by the Debtors to the Secured Party on August 16, 2016 (the "Ninth Note")

WHEREAS, the Notes are secured by all of the assets of the Debtors, now and hereafter existing.

WHEREAS, Debtors have agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtors hereby agree as follows:

- 1. <u>Grant of Security Interest</u>. Each Debtor hereby pledges and grants to Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all of the following pledged collateral (collectively, the "<u>Patent Collateral</u>"):
- (a) all of its letters patent and applications for letters patent throughout the world, now or hereafter existing, including, without limitation, all letters patent, patent applications in preparation for filing and patent applications referred to in Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a) above;
- (c) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.
- 2. <u>Security Agreement</u>. Subject to any agreements between Secured Party and Debtors related to this security interest, this Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of Secured Parties in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security

PATENT REEL: 044409 FRAME: 0594 interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Parties pursuant to the Notes and the Debtors hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent Collateral, whether established hereby or by the Notes, or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the Notes or any other security agreement or other agreement now or hereafter existing between the Debtors and Secured Parties.

3. Attorney-in-Fact. The Debtors hereby appoints the Secured Party as the Debtors attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Notes), to execute and deliver, in the name of and on behalf of the Debtors, and to cause the recording of all such further assignments and other instruments as Secured Party deems necessary or desirable in order to carry out the intent of the Notes. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by either Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

#### 4. General.

- (a) No course of dealing between the Debtors and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of either Secured Party, any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion or as a waiver of the other Secured Party.
- (c) If any clause or provision of this Agreement 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.
  - (d) This Agreement is subject to modification only by a writing signed by the parties hereto.
- (e) The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- (f) The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by the laws (other than the conflict of laws rules) of the State of Delaware.
- 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement.

[Signature page follows]

PATENT REEL: 044409 FRAME: 0595 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

#### THE DEBTORS:

NOVUS ENERGY, L.L.C.

Name: Joseph P. Burke

Title: Chief Executive Officer

NOVUS-PACIFIC, L.L.C.

Name: Joseph P. Burke Title: Chief Manager

SECURED PARTY:

TRUBLU MANAĞEMENTALC

Name: Michael Colby

Title: Managing Member

# SCHEDULE I

## Issued Patents

Methods of anaerobic digestion of biomass to produce biogas	12/20/16	9,523,102	US
Ethanol production from biological wastes	12/18/07	7,309,592	US
Ethanol production from biological wastes	11/24/09	7,622,285	US
Ethanol production from biological wastes	3/30/10	7,687,250	US
Efficient use of biogas carbon dioxide in liquid fuels synthesis	6/12/12	8,198,058	US
Bio-recycling of carbon dioxide emitted from power plants	10/27/09	7,608,439	US
Bio-recycling of carbon dioxide emitted from power plants	4/5/11	7,919,290	US
Evaporate method to sequester carbon dioxide	12/18/12	8,333,942	US
<u>Title</u>	<u>Issue Date</u>	Patent No.	Country

		<u>Per</u>	Pending Patent Applications
<u>Country</u>	<u>Serial No.</u>	Priority Date	<u>Title</u>
US	15/338413	10/30/16	Methods of anaerobic digestion of biomass to product biogas
US	15/338414	10/30/16	Methods of anaerobic digestion of biomass to product biogas
US	15/338415	10/30/16	Methods of anaerobic digestion of biomass to product biogas
$\overline{\mathrm{US}}$	15/338417	10/30/16	Methods of anaerobic digestion of biomass to product biogas

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RECORDED: 12/15/2017 REEL: 044409 FRAME: 0597