

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4917351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BIOSURFIT S.A.	02/12/2016

RECEIVING PARTY DATA

Name:	THE EUROPEAN INVESTMENT BANK
Street Address:	100 BOULEVARD KONRAD ADENAUER
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-2950

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	9908116
Application Number:	15584719
Application Number:	15630578
Application Number:	15486039
Patent Number:	9832366
Application Number:	15515511
Application Number:	15631356
Application Number:	15515529
Application Number:	15940330
Application Number:	15517228
Application Number:	15659253
Application Number:	15928148
Application Number:	15532083
Application Number:	15532086
Application Number:	15928215
Application Number:	15532091
Application Number:	15947321
Patent Number:	9909975
Application Number:	15879096
Application Number:	15618436

PATENT

Property Type	Number
Application Number:	15626890
Application Number:	15646679

CORRESPONDENCE DATA

Fax Number: (612)349-9266

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: 612-349-5745

Email: pommier@ptslaw.com

Correspondent Name: J. PAUL HAUN

Address Line 1: 80 SOUTH 8TH STREET

Address Line 2: 4800 IDS CENTER

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	1101.000001
NAME OF SUBMITTER:	ANN POMMIER
SIGNATURE:	/Ann Pommier/
DATE SIGNED:	04/16/2018

Total Attachments: 6

source=1101 - Patent Security Agreement#page1.tif

source=1101 - Patent Security Agreement#page2.tif

source=1101 - Patent Security Agreement#page3.tif

source=1101 - Patent Security Agreement#page4.tif

source=1101 - Patent Security Agreement#page5.tif

source=1101 - Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 11, 2016, by Biosurfit S.A., a company incorporated in Portugal (company number 507503031), having its registered office at Centro Empresarial de Aveiro, Nossa Senhora de Fátima, 3810-738 Aveiro, Portugal (the "Grantor"), in favor of The European Investment Bank, as secured party (together with any successors in such capacity, the "Bank").

RECITALS

The Grantor and the Bank have entered into that certain Finance Contract dated on or about the date of this Patent Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Finance Contract").

It is a condition to the obligation of the Bank to make the Loan under the Finance Contract that the Grantor execute and deliver, as applicable, the Finance Documents, including that certain Security Agreement, dated February 11, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Bank.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Bank this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, the Grantor hereby grants to the Bank a continuing security interest in and Lien on all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of the Patents and Intellectual Property Licenses of Patents to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any

inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

6. EFFECTIVENESS. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Bank and a counterpart hereof shall have been executed on behalf of the Bank. This Patent Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

7. GOVERNING LAW. This Patent Security Agreement shall be governed by the laws of the State of New York.

8. JURISDICTION. The provisions of Clause 26 of the Security Agreement, including those relating to submission to jurisdiction, waiver of the right to jury trial and judicial reference, are incorporated herein, *mutatis mutandis*, as if set forth herein in full.

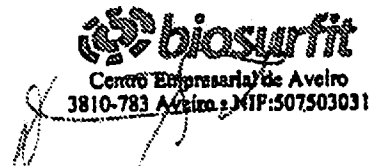
9. CONSTRUCTION. This Patent Security Agreement is a Finance Document.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOSURFIT S.A., as Grantor

By: 
Name: JOÃO MANUEL DE OLIVEIRA LIMA DA FONSECA
Title: CHIEF EXECUTIVE OFFICER




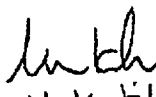
DANIEL BETTENCOURT NEVES
CHIEF MARKETING OFFICER

{Signature Page to Patent Security Agreement}

ACCEPTED AND ACKNOWLEDGED BY:

THE EUROPEAN INVESTMENT BANK, as Bank

By: 
Name: D. Filizpatrak
Title: Head of Division

By: 
Name: M. Katila
Title: Loan Officer

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Property Type	Jurisdiction	Owner	Application No.	Application Date	Registration No.	Registration Date
Patent	United States of America	Biosurfit, SA	12/514531	15-11-2007	8149412	03-04-2012
Patent	United States of America	Biosurfit, S.A.	13/143070	30-12-2009	8440147	14-05-2013
Patent	United States of America	Biosurfit, S.A.	13/125777	20-10-2009	8865005	21-10-2014
Patent	United States of America	Biosurfit, S.A.	13/638378	26-03-2011	8916112	23-12-2014
Patent	United States of America	Biosurfit, S.A.	13/518639	07-12-2010	9013704	21-04-2015
Patent	United States of America	Biosurfit, S.A.	14/007257	23-03-2012		
Patent	United States of America	Biosurfit, S.A.	14/007812	28-03-2012		
Patent	United States of America	Biosurfit, S.A.	14/009433	02-04-2012		
Patent	United States of America	Biosurfit, S.A.	14/361620	29-11-2012		
Patent	United States of America	Biosurfit, S.A.	14/363491	07-12-2012		
Patent	United States of America	Biosurfit, S.A.	14/382334	05-03-2013		
Patent	United States of America	Biosurfit, S.A.	14/384200	12-03-2013		

Patent Licenses

None.