

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5259536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AGFIBER IP, LLC	11/30/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NOT WOOD, LLC
<b>Street Address:</b>	810 SEVENTH AVENUE
<b>Internal Address:</b>	28TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6596209
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	2125865800
<b>Email:</b>	astein@ctswlaw.com
<b>Correspondent Name:</b>	ADAM STEIN
<b>Address Line 1:</b>	420 LEXINGTON AVENUE
<b>Address Line 2:</b>	SUITE 420
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10170
<b>NAME OF SUBMITTER:</b>	ADAM STEIN
<b>SIGNATURE:</b>	/Adam Stein/
<b>DATE SIGNED:</b>	11/30/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 11</b>	
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement, dated as of November 30, 2018 (this "Agreement"), made by AGFIBER IP, LLC, a Delaware limited liability company with a principal place of business located at 6101 Highway 162, Willows, CA 95988-9641 ("Grantor"), in favor of NOT WOOD, LLC, a Delaware limited liability company with offices at c/o Seventh Avenue Investments, LLC, 810 Seventh Avenue, 28<sup>th</sup> Floor, New York, NY 10019 (together with its successors and assigns, "Purchaser").

### RECITALS

**WHEREAS**, Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

**WHEREAS**, Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

**WHEREAS**, Grantor, CalPlant I Holdco, LLC and Purchaser are parties to (i) that certain Secured Note Purchase Agreement, dated as of November 12, 2018 (as from time to time amended or supplemented, the "Note Purchase Agreement") and (ii) that certain Security Agreement, dated on or about the date hereof (as from time to time amended or supplemented, the "Security Agreement"); and

**WHEREAS**, Grantor has granted to Purchaser a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, under the Security Agreement to secure the performance of Grantor's obligations under the Note Purchase Agreement and the Collateral Documents; and

**WHEREAS**, it is a condition precedent to Purchaser's entry into the Note Purchase Agreement and the Collateral Documents that Grantor execute and deliver this Agreement to Purchaser; and

**WHEREAS**, Grantor and Purchaser by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Note Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees, confirms and acknowledges as follows:

1. Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in


the Collateral pledged by Grantor to Purchaser pursuant to the Security Agreement.

2. Grantor further acknowledges and confirms that the rights and remedies of Purchaser with respect to the Patents and Trademark are more fully set forth in the Note Purchase Agreement and the Collateral Documents, the terms and provisions of which are incorporated herein by reference.
3. Grantor hereby irrevocably constitutes and appoints Purchaser, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Purchaser's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Purchaser may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Purchaser, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Purchaser or to Purchaser's designees without further consent or authorization of Grantor upon the occurrence and during the continuation of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing (and not otherwise), Purchaser is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignments in the form substantially similar to that of **Exhibits A-1 and A-2** attached to this Agreement, together with such other instruments and documents as Purchaser may deem necessary or appropriate to effectuate the foregoing.
4. This Agreement may be executed by fax or electronic signature and in counterparts.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been executed as of the day and year first above written.

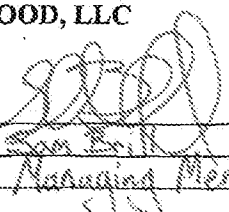
AGFIBER IP, LLC

By:   
Name: GERALD UHLUND  
Title: CEO

ACCEPTED AND AGREED:

PURCHASER:

NOT WOOD, LLC

By:   
Name: Sam Erik  
Title: Managing Member

[SIGNATURE PAGE - PATENT AND TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**Patents**

<b>COUNTRY</b>	<b>APPLCATION NO.</b>	<b>APPLICATION DATE</b>	<b>STATUS</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
U.S.	09/927,186	August 9, 2001	Live	6,596,209	July 22, 2003

**EXHIBIT 2**

**Trademarks**

<b>Serial No. / Registration No.</b>	<b>Item</b>	<b>Status</b>	<b>Filing Date</b>	<b>Date Registered</b>	<b>Registrant</b>
3,092,242	CALAG MDF	Live	April 15, 2004	May 16, 2006	Agfiber IP, LLC

## EXHIBIT A-1

### ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of \_\_\_\_\_, 20\_\_ made by AGFIBER IP, LLC, a Delaware limited liability company with a principal place of business located at 6101 Highway 162, Willows, CA 95988-9641 ("Assignor"), for the benefit of NOT WOOD, LLC, a Delaware limited liability company ("Purchaser") and in favor of the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

**WHEREAS**, Assignor and Purchaser are parties to that certain Secured Note Purchase Agreement, dated as of November \_\_, 2018 (as from time to time amended or supplemented, the "Note Purchase Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Note Purchase Agreement); and

**WHEREAS**, Assignor granted to Purchaser a security interest in substantially all of Assignor's property and assets, including the Patents and the goodwill associated therewith, to secure the performance of its obligations under the Note Purchase Agreement and the Collateral Documents; and

**WHEREAS**, it was a condition precedent to Purchaser's entry into the Note Purchase Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Note Purchase Agreement and Purchaser has the right to exercise its rights and remedies under the Note Purchase Agreement and the Collateral Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Patents to Purchaser or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Purchaser the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.



2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**AGFIBER IP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

**Patents**

<b>COUNTRY</b>	<b>APPLCATION NO.</b>	<b>APPLICATION DATE</b>	<b>STATUS</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
U.S.	09/927,186	August 9, 2001	Live	6,596,209	July 22, 2003

## EXHIBIT A-2

### ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 20\_\_ made by AGFIBER IP, LLC, a Delaware limited liability company with a principal place of business located at 6101 Highway 162, Willows, CA 95988-9641 ("Assignor"), for the benefit of NOT WOOD, LLC, a Delaware limited liability ("Purchaser") and in favor of the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Purchaser are parties to that certain Secured Note Purchase Agreement, dated as of November \_\_, 2018 (as from time to time amended or supplemented, the "Note Purchase Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Note Purchase Agreement); and

**WHEREAS**, Assignor granted to Purchaser a security interest in substantially all of Assignor's property and assets, including the Trademarks and the goodwill associated therewith, to secure the performance of its obligations under the Note Purchase Agreement and the Collateral Documents; and

**WHEREAS**, it was a condition precedent to Purchaser's entry into the Note Purchase Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Note Purchase Agreement and Purchaser has the right to exercise its rights and remedies under the Note Purchase Agreement and the Collateral Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademarks to Purchaser or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Purchaser the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such

governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**AGFIBER IP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

**Trademarks**

<b>Serial No. / Registration No.</b>	<b>Item</b>	<b>Status</b>	<b>Filing Date</b>	<b>Date Registered</b>	<b>Registrant</b>
3,092,242	CALAG MDF	Live	April 15, 2004	May 16, 2006	Agfiber IP, LLC