

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5325993

|                                   |  |
|-----------------------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b>      | INTELLECTUAL PROPERTY SECURITY AGREEMENT |
| <b>CONVEYING PARTY DATA</b>       |  |
| <b>Name</b>                       | <b>Execution Date</b>                    |
| SWEETWATER ENERGY, INC.           | 12/21/2018                               |
| HELIOS SCIENTIFIC LLC             | 12/21/2018                               |
| <b>RECEIVING PARTY DATA</b>       |  |
| <b>Name:</b>                      | AS GRAANUL INVEST                        |
| <b>Street Address:</b>            | 2 HUMALA STR.                            |
| <b>City:</b>                      | TALLINN                                  |
| <b>State/Country:</b>             | ESTONIA                                  |
| <b>Postal Code:</b>               | 10617                                    |
| <b>Name:</b>                      | OU BIOFUEL                               |
| <b>Street Address:</b>            | HUMALA STR. 2                            |
| <b>City:</b>                      | TALLINN                                  |
| <b>State/Country:</b>             | ESTONIA                                  |
| <b>Postal Code:</b>               | 10617                                    |
| <b>PROPERTY NUMBERS Total: 34</b> |  |
| <b>Property Type</b>              | <b>Number</b>                            |
| Application Number:               | 60851424                                 |
| Application Number:               | 11974129                                 |
| Application Number:               | 13646425                                 |
| Application Number:               | 14050244                                 |
| Application Number:               | 61201205                                 |
| Application Number:               | 12633555                                 |
| Application Number:               | 61597347                                 |
| Application Number:               | 13731633                                 |
| Application Number:               | 14254441                                 |
| Application Number:               | 61623881                                 |
| Application Number:               | 13686477                                 |
| Application Number:               | 61623907                                 |
| Application Number:               | 13724763                                 |
| Application Number:               | 14340179                                 |

PATENT

| Property Type       | Number    |
|---------------------|-----------|
| Application Number: | 61800001  |
| Application Number: | 14776411  |
| Application Number: | 62089704  |
| Application Number: | 14971481  |
| Application Number: | 62219476  |
| Application Number: | 15267617  |
| Application Number: | 62396740  |
| Application Number: | 15709335  |
| Application Number: | 62293464  |
| Application Number: | 15430370  |
| Application Number: | 62460037  |
| Application Number: | 15932340  |
| Application Number: | 62585510  |
| PCT Number:         | US0967221 |
| PCT Number:         | US1325457 |
| PCT Number:         | US1336497 |
| PCT Number:         | US1564850 |
| PCT Number:         | US1652143 |
| PCT Number:         | US1752315 |
| PCT Number:         | US1800047 |

#### CORRESPONDENCE DATA

**Fax Number:** (212)556-2222

*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:** 2127905315

**Email:** dnelson@kslaw.com

**Correspondent Name:** DANIELLE NELSON C/O KING & SPALDING LLP

**Address Line 1:** 1185 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10036

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 27855.253001        |
| <b>NAME OF SUBMITTER:</b>      | DANIELLE NELSON     |
| <b>SIGNATURE:</b>              | /s/ Danielle Nelson |
| <b>DATE SIGNED:</b>            | 01/15/2019          |

#### Total Attachments: 18

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Notwithstanding anything herein to the contrary, the lien and security interest granted to AS Graanul Invest and OU BioFuel pursuant to this Agreement and the exercise of any rights or remedies by AS Graanul Invest or OU BioFuel hereunder is subject to the provisions of the Intercreditor and Agency Agreement, dated as of April 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among OU BioFuel (as successor in interest to Cornerstone Collateral Corp.), AS Graanul Invest, and Sweetwater Energy, Inc.. In the event of any conflict between the terms of the Intercreditor and Agency Agreement and this Agreement, the terms of the Intercreditor and Agency Agreement shall govern and control.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), dated as of December 21, 2018, is made and entered into by Sweetwater Energy, Inc., a Delaware corporation (the "Company"), and the guarantors listed on the signature pages hereto (the "Original Guarantors"), or from time to time party hereto by execution of a joinder agreement (the "Additional Guarantors", and together with the Original Guarantors, the "Guarantors"), as grantors, pledgers, assignors and debtors (the Company, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors", and each a "Grantor"), in favor of AS Graanul Invest, a corporation organized under the laws of Estonia ("Graanul") and OU BioFuel ("BioFuel"), a corporation organized under the laws of Estonia (collectively, the "Lender").

WHEREAS, on the date hereof, Graanul, the Company and the Original Guarantors have entered into that certain First Amendment to Secured Note Purchase Agreement (the "First Amendment") amending the Secured Note Purchase Agreement (the "Purchase Agreement") dated as of April 30, 2018, pursuant to which the Company had previously issued to Graanul a Secured Convertible Promissory Note (the "First Secured Note") in the principal amount of \$3,000,000 (the "Loan");

WHEREAS, contemporaneously with the execution of the First Amendment, BioFuel and Cornerstone Collateral Corp., a New York corporation ("Cornerstone") are entering into that certain Assignment and Assumption Agreement ("Assignment Agreement") pursuant to which BioFuel is purchasing and Cornerstone is assigning to BioFuel that certain Amended and Restated Secured Convertible Promissory Note dated September 28, 2018, issued by the Company to Cornerstone in the original principal amount of \$3,500,000 (the "Cornerstone Note" and together with the First Secured Note, the "Secured Notes"); and

WHEREAS, pursuant to the Assignment Agreement, Cornerstone is assigning to BioFuel all of Cornerstone's rights and obligations under (i) that certain Intercreditor and Agency Agreement (the "Intercreditor Agreement") dated April 30, 2018, by and among the Company, Cornerstone and Graanul setting forth the terms and conditions for the sharing of the Company's collateral between Graanul and Cornerstone and appointing Cornerstone as the collateral agent with respect to the Company's collateral (ii) the General Security Agreement, (as defined in the Assignment Agreement) and (iii) the Subordination Agreements (as defined in the Assignment Agreement and listed on Exhibit 1 thereto);

WHEREAS, the Company and each Guarantor will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Secured Notes and each is, therefore, willing to enter into this Agreement;

WHEREAS, this Agreement is given by each Grantor in favor of the Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, it is a condition to the closing of the transactions contemplated by the Secured Notes that each Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and created, arising, or existing or at any time due and owing from the Grantor (whether as maker, endorser, drawer, acceptor, guarantor, accommodation party or otherwise) to the Lender under the Secured Notes (the "Secured Obligations"), Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the registered and unregistered intellectual property collateral owned by it (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and trade names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and

symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those material licenses set forth on Exhibit D attached hereto (collectively, the “Licenses”); and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Collateral” as used in this Agreement shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would affect Grantor’s rights to such trademarks under applicable law.

For the avoidance of doubt, the Secured Obligations do not include the indebtedness and obligations incurred by the Company pursuant to any other loans, agreements, notes or any other documents by and between the Company and the Lender other than the Secured Notes, including without limitation those certain unsecured promissory notes issued as of the date hereof by the Company in favor of Graanul in the aggregate principal amount of \$3,000,000.00.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, and any amendments thereto, or copies thereof.

3. Representations and Warranties. Each Grantor represents, warrants, jointly and severally with the other Grantors, as follows:

(a) At the time the Intellectual Property Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others, except for (i) the security interest held by BioFuel (as successor in interest to Cornerstone Collateral Corp.) pursuant to that certain Note and Warrant Purchase Agreement dated January 22, 2015 (as amended), the promissory notes issued pursuant thereto and the related documents in connection thereto (the “Cornerstone Loan”); and (ii) the security interest created by this Agreement.

(b) The pledge of the Intellectual Property Collateral pursuant to this Agreement created a valid and perfected security interest in the Intellectual Property Collateral, securing the payment and performance when due of the Secured Obligations.

(c) It has all requisite corporate power and authority to execute and deliver this Agreement and pledge the Intellectual Property Collateral pursuant to this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(e) Grantor shall advise Lender promptly of any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright, specified in this Agreement;

(f) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Loan and the pledge by the Grantor of the Intellectual Property Collateral pursuant to this Agreement or for the execution and delivery of this Agreement by the Grantor or the performance by the Grantor of its obligations thereunder;

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(h) Grantor will notify Lender, as soon as possible and in any case within five (5) days, in writing of any event that materially adversely affects the value of the Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of the Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

#### 4. Perfection of Security Interest and Further Assurances.

(a) The Grantors shall, from time to time, as may be required by the Lender, cooperate with Lender and promptly execute and deliver all documents and assist with any filings to perfect the security interest of the Lender in all Copyrights, Patents, or Trademarks, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Lender the grant or perfection of a security interest in all Intellectual Property Collateral, provided that Grantor shall not be required to register any Intellectual Property Collateral that Grantor determines, consistent with reasonable business practice, need not be registered.

(b) Grantor appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute

any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Schedule A, Schedule B, Schedule C and Schedule D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Licenses acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Licenses in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to perfect or protect Lender's interest in the Intellectual Property Collateral.

5. Events of Default. The occurrence of an Event of Default under the Purchase Agreement shall constitute an Event of Default under this Agreement.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Delaware Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks, to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral in accordance with the terms hereof. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents (each an "Indemnified Person") against: (a) all obligations, demands, claims, and liabilities (collectively, "Claims") claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor under this Agreement (including without limitation, reasonable attorneys' fees and reasonable expenses) except to the extent any Claims arise solely from or out of an Indemnified Person's gross negligence or willful misconduct.

8. Additional Guarantors. The Grantors shall cause each subsidiary of the Company created after the date hereof to execute and deliver to the Lender a Joinder Agreement within 30 days of the date on which it was acquired or created and, upon such execution and delivery, such subsidiary shall constitute a "Grantor" for all purposes hereunder with the same force and effect as if originally named as a Grantor herein. Upon the execution and delivery by any Subsidiary of



a Joinder Agreement, the supplemental schedules attached to such Joinder Agreement shall be incorporated into and become part of and supplement the Schedules to this Agreement and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Joinder Agreement and from time to time. The execution and delivery of such Joinder Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

9. Continuing Security Interest; Further Actions. This Agreement shall create a continuing lien and security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of the Lender and its successors, transferees and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender. Without limiting the generality of the foregoing clause (c), any assignee of the Lender's interest in the Notes shall become vested with all the benefits granted to the Lender herein with respect to such Secured Obligations.

10. Termination; Release. This Agreement shall terminate on the indefeasible payment in full in cash (or cash equivalents acceptable to Lender in its sole and absolute discretion) of all the Secured Obligations. On the date on which the Secured Obligations have been paid in full as set forth in the preceding sentence, the Lender will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Intellectual Property Collateral as may then remain in the possession of the Lender, together with any monies at the time held by the Lender hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

11. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto. This Agreement may not be assigned by the Grantor without the prior written consent of the Lender. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. Any purported assignment in contravention of this Section shall be void

12. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered to a party in accordance with the notice provisions of the Secured Notes.

13. Waiver of Jury Trial, Service of Process. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST THEM RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT INVOLVES COMPLEX TRANSACTIONS AND THAT DISPUTES HEREUNDER WILL BE MORE QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT DECISION

MAKER. ACCORDINGLY, THE PARTIES AGREE, BASED ON THE ADVICE OF THEIR COUNSEL, THAT ANY DISPUTE HEREUNDER BE RESOLVED BY A JUDGE APPLYING APPLICABLE LAW. PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT

14. Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

16. Entire Agreement. This Agreement and the Exhibits and Schedules hereto and thereto, once fully executed, constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior agreements, term sheets, letters, discussions and understandings of the Parties in connection herewith.

17. Amendments and Waivers. Any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by all parties hereto then in existence. The failure of any party at any time or times to require performance of any provisions hereof will not affect its right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement will be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile transmission or electronic transmission in .PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement and shall be deemed to be duplicate original documents and may be used by all Parties for all purposes an original document may be used for and all signatures on such documents shall be deemed and treated for all purposes as original signatures. Execution and delivery of this Agreement by exchange of facsimile or other

electronically transmitted counterparts bearing the signature of a Party shall be equally as effective as delivery of a manually executed counterpart of such Party.

[Signature Pages Follows]

**[Signature Page to Intellectual Property Security Agreement]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**SWEETWATER ENERGY, INC.,**  
as a Grantor

By:   
Name: Arunas A. Chesonis  
Title: Chief Executive Officer

**HELIOS SCIENTIFIC LLC,**  
as a Grantor

By:   
Name: Arunas A. Chesonis  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**AS GRAANUL INVEST,**  
as Lender

By: \_\_\_\_\_  
Name: Raul Kirjanen  
Title: Chief Executive Officer

**OU BIOFUEL,**  
as Lender

By: \_\_\_\_\_  
Name: Raul Kirjanen  
Title: Chief Executive Officer

## EXHIBIT A

### FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of \_\_\_\_\_ is made by [JOINING GRANTOR], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the “Joining Grantor”), and delivered to AS Graanul, in its capacity as Lender (in such capacity and together with any successors in such capacity, the “Lender”) under that certain Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of \_\_\_\_\_ made by and among Sweetwater Energy, Inc., a Delaware corporation (the “Company”), and the Grantors party thereto, in favor of the Lender.

WHEREAS, the Joining Grantor is a Subsidiary of the Company and required by the terms of the Security Agreement to become a Guarantor and be joined as a party to the Security Agreement as a Grantor; and

WHEREAS, this Joinder Agreement supplements the Security Agreement and is delivered by the Joining Grantor pursuant to 9 of the Security Agreement; and

WHEREAS, the Joining Grantor will materially benefit directly and indirectly from the Loans made available and to be made available to the Borrower by the Lender under the Secured Note; and

NOW THEREFORE, the Joining Grantor hereby agrees as follows with the Lender, for the ratable benefit of the Secured Parties:

1. **Joinder.** The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the Security Agreement as a Grantor and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of each Grantor or to which each Grantor is subject thereunder, all with the same force and effect as if the Joining Grantor were a signatory to the Security Agreement. Without limiting the generality of the foregoing, the Joining Grantor hereby pledges and grants to the Lender for the ratable benefit of the Secured Parties/Lender, as collateral security for the payment and performance in full of all the Secured Obligations, a Lien on and security interest in and to all of its right, title and interest in, to and under the Pledged Collateral owned by it, wherever located, and whether now existing or hereafter arising or acquired from time to time and expressly assumes all obligations and liabilities of a Grantor thereunder.

2. **Affirmations.** The Joining Grantor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Grantors contained in the Security Agreement. The Joining Grantor also represents and warrants to the Lender and the Secured Parties that (i) it has the [corporate] power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary [corporate] action to authorize the execution, delivery and performance of this Joinder Agreement; (ii) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental

Authority or any other Person is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement; (iii) this Joinder Agreement has been duly executed and delivered on behalf of the Joining Grantor; and (iv) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining Grantor enforceable against such Joining Grantor in accordance with its tutus, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. **Supplemental Schedules.** Attached to this Joinder Agreement are duly completed schedules (the "**Supplemental Schedules**") supplementing the respective Schedules to the Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its properties is true, complete and accurate as of the date hereof. Such Supplemental Schedules shall be deemed to be part of the Security Agreement.

4. **Severability.** The provisions of this Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. **Counterparts.** This Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Joinder Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

6. **Delivery.** The Joining Grantor hereby irrevocably waives notice of acceptance of this Joinder Agreement and acknowledges that the Secured Obligations are incurred, and credit extensions under the Secured Note made and maintained, in reliance on this Joinder Agreement and the Joining Grantor's joinder as a party to the Security Agreement as herein provided.

7. **Governing Law; Waiver of Jury Trial.** This Joinder Agreement and the Related Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder Agreement or any Related Document (except, as to any other Related Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the laws of Delaware. The provisions of Section 14 of the Security Agreement are hereby incorporated by reference as if fully set forth herein.

[Signature page follows.]

*[Signature Page to Joinder Agreement to Intellectual Property Security Agreement]*

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

[NAME OF JOINING GRANTOR]

By:

Name:

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

Address for Notices: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[Schedules to be attached]



SCHEDULE A

Copyrights

NONE

## SCHEDULE B

### Patents

|   | <b>SWEETWATER PENDING/ALLOWED/ISSUED PATENTS</b> |                    |                    |               |                  |                          |
|---|--|--------------------|--------------------|---------------|------------------|--------------------------|
| <b>FAMILY</b>   | <b>COUNTRY</b>                                   | <b>FILING DATE</b> | <b>APPLICATION</b> | <b>STATUS</b> | <b>PT NUMBER</b> | <b>TYPE</b>              |
| <b>METHOD AND SYSTEM FOR PRODUCING ETHANOL</b>  | USA  | 10/13/2006         | 60/851,424         | Expired       |                  | Utility: Provisional     |
|   | USA  | 10/11/2007         | 11/974,129         | Issued        | 8,323,923        | Utility: Non-Provisional |
|   | USA  | 10/5/2012          | 13/646,425         | Issued        | 8,426,161        | Utility: Non-Provisional |
|   | USA  | 10/9/2013          | 14/050,244         | Issued        | 9,499,635        | Utility: Non-Provisional |
| <b>ENSILING BIOMASS FOR BIOFUELS PRODUCTION AND MULTIPLE PHASE APPARATUS FOR HYDROLYZATION OF ENSILED BIOMASS</b> | USA  | 12/9/2008          | 61/201,205         | Expired       |                  | Utility: Provisional     |
|   | USA  | 12/8/2009          | 12/633,555         | Issued        | 8,529,765        | Utility: Non-Provisional |
|   | WIPO   | 12/8/2009          | PCT/US09/67221     | Expired       |                  | Utility: PCT             |
|   | Canada   | 4/12/2012          | 2,781,862          | Issued        | 2,781,862        | Utility: Non-Provisional |
| <b>METHODS AND PRODUCTS FOR ENHANCING FERMENTATION OF STARCH- AND SUGAR-BASED FEEDSTOCKS</b>                      | USA  | 2/10/2012          | 61/597,347         | Expired       |                  | Utility: Provisional     |
|   | USA  | 12/31/2012         | 13/731,633         | Issued        | 8,765,430        | Utility: Non-Provisional |
|   | USA  | 4/16/2014          | 14/254,441         | Pending       |                  | Utility: Non-Provisional |
|   | WIPO   | 2/8/2013           | PCT/US13/25457     | Expired       |                  | Utility: PCT             |
|   | Australia  | 2/8/2013           | 2013216823         | Issued        | 2013216823       | Utility                  |
|   | Brazil   | 2/8/2013           | BR112014019356- 8  | Pending       |                  | Utility                  |
|   | Canada   | 2/8/2013           | 2,864,144          | Pending       |                  | Utility                  |
|   | Europe   | 2/8/2013           | 13747149.6         | Pending       |                  | Utility                  |
|   | NZ   | 2/8/2013           | 628790             | Issued        | 628790           | Utility                  |
|   | SA   | 2/8/2013           | 2014/06243         | Pending       |                  | Utility                  |
| <b>REDUCED ENZYME LOADS FOR SACCHARIFICATION</b>  | USA  | 4/13/2012          | 61/623,881         | Expired       |                  | Utility: Provisional     |
|   | USA  | 11/27/2012         | 13/686,477         | Issued        | 8,563,277        | Utility: Non-Provisional |
| <b>REDUCED ENZYME LOADS FOR FERMENTATION</b>  | USA  | 4/13/2012          | 61/623,907         | Expired       |                  | Utility: Provisional     |
|   | USA  | 12/21/2012         | 13/724,763         | Abandoned     |                  | Utility: Non-Provisional |
|   | USA  | 7/24/2014          | 14/340,179         | Pending       |                  | Utility: Non-Provisional |
|   | WIPO   | 4/12/2013          | PCT/US13/36497     | Expired       |                  | Utility: PCT             |
|   | Australia  | 4/12/2013          | 201345693          | Issued        | 2013245693B2     | Utility                  |
|   | Brazil   | 4/12/2013          | BR112014025403- 6  | Pending       |                  | Utility                  |
|   | Canada   | 4/12/2013          | 2,869,761          | Pending       |                  | Utility                  |
|   | Europe   | 4/12/2013          | 12775895.9         | Pending       |                  | Utility                  |
|   | NZ   | 4/12/2013          | 629802             | Issued        | 629802           | Utility                  |
|   | SA   | 4/12/2013          | 2014/07271         | Pending       |                  | Utility                  |
| <b>CARBON PURIFICATION OF CONCENTRATED SUGAR STREAMS DERIVED FROM PRETREATED BIOMASS</b>                          | USA  | 3/15/2013          | 61/800,001         | Expired       |                  | Utility: Provisional     |
|   | WIPO   | 3/14/2014          | PCT/US14/27850     | Expired       |                  | Utility: PCT             |
|   | USA  | 9/14/2015          | 14/776,411         | Issued        | 9,809,867        | Utility: Non-Provisional |

|  | <b>SWEETWATER PENDING/ALLOWED/ISSUED PATENTS</b> |            |                  |         |  |                          |
|--|--|------------|------------------|---------|--|--------------------------|
| <b>RAPID PRETREATMENT</b>  | USA  | 12/9/2014  | 62/089,704       | Expired |  | Utility: Provisional     |
|  | WIPO   | 12/9/2015  | PCT/US15/64850   | Pending |  | Utility: PCT             |
|  | USA  | 12/16/2015 | 14/971,481       | Pending |  | Utility: Non-Provisional |
|  | Australia  | 12/9/2015  | 2015360513       | Pending |  | Utility                  |
|  | Brazil   | 12/9/2015  | 1120170123649    | Pending |  | Utility                  |
|  | Canada   | 12/9/2015  | 2,969,840        | Pending |  | Utility                  |
|  | China  | 12/9/2015  | 201580075676X    | Pending |  | Utility                  |
|  | Europe   | 12/9/2015  | 15866602.4       | Pending |  | Utility                  |
|  | Mexico   | 12/9/2015  | MX/a/2017/007631 | Pending |  | Utility                  |
|  | India  | 12/9/2015  | 201717020354     | Pending |  | Utility                  |
| <b>SPECIALIZED ACTIVATED CARBON DERIVED FROM PRETREATED BIOMASS</b>            | USA  | 9/16/2015  | 62/219,476       | Expired |  | Utility: Provisional     |
|  | WIPO   | 9/16/2016  | PCT/US16/52143   | Pending |  | Utility: PCT             |
|  | USA  | 9/16/2015  | 15/267,617       | Pending |  | Utility: Non-Provisional |
|  | Canada   | 9/16/2016  | 2,998,637        | Pending |  | Utility                  |
|  | China  | 9/16/2016  |                  | Pending |  | Utility                  |
|  | Europe   | 9/16/2016  | 16847388.2       | Pending |  | Utility                  |
|  | India  | 9/16/2016  |                  | Pending |  | Utility                  |
|  | Japan  | 9/16/2016  |                  | Pending |  | Utility                  |
| <b>IMPROVED FOAMS AND FILMS USING</b>  | USA  | 9/19/2016  | 62/396,740       | Expired |  | Utility: Provisional     |
| <b>SPECIALIZED LIGNIN</b>  | USA  | 9/19/2017  | 15/709,335       | Pending |  | Utility: Non-Provisional |
|  | WIPO   | 9/19/2017  | PCT/US17/52315   | Pending |  | Utility: PCT             |
|  |  |            |                  |         |  |                          |
| <b>IMPROVED STARCH FOAMS USING SPECIALIZED LIGNIN</b>                          | USA  | 2/10/2016  | 62/293,464       | Expired |  | Utility: Provisional     |
|  | USA  | 2/10/2017  | 15/430,370       | Pending |  | Utility: Non-Provisional |
| <b>HIGH PRESSURE ZONE FORMATION FOR PRETREATMENT</b>                           | USA  | 2/16/2017  | 62/460,037       | Expired |  | Utility: Provisional     |
|  | USA  | 2/16/2018  | 15/932,340       | Pending |  | Utility: Non-Provisional |
|  | WIPO   | 2/16/2018  | PCT/US18/000047  | Pending |  | Utility: PCT             |
| <b>METHODS OF MAKING SPECIALIZED CELLULOSE AND OTHER PRODUCTS FROM BIOMASS</b> | USA  | 11/13/2017 | 62/585,510       | Pending |  | Utility: Provisional     |
|  |  |            |                  |         |  |                          |

SCHEDULE C

Trademarks

| <u>SWEETWATER PENDING/ALLOWED/REGISTERED TRADEMARKS</u> |               |              |           |            |          |            |
|---|---------------|--------------|-----------|------------|----------|------------|
| MARK  | COUNTRY/STATE | CLASSES      | APPL DATE | REGIS DATE | REGIS NO | STATUS     |
| SWEETWATER ENERGY                                       | CTM (Europe)  | 1, 4, 40, 42 | 11/6/2013 | 4/1/2014   | 12283891 | Registered |
| SWEETWATER ENERGY                                       | United States | 1, 4, 40, 42 | 3/29/2012 | 1/20/2015  | 4675690  | Registered |
| BETTER SUGARS. BETTER                                   | United States | 1, 4         | 6/12/2012 | 12/30/2014 | 4664469  | Registered |
| BETTER SUGARS. BETTER                                   | United States | 40, 42       | 6/12/2012 | 1/20/2015  | 4675724  | Registered |
| CIRCLE SWIRL DESIGN                                     | United States | 1, 4, 40, 42 | 6/12/2012 | 12/23/2014 | 4660009  | Registered |
| ULTRA-LIGNIN  | New York      | 1            | 4/13/2017 | 4/18/2017  | R33004   | Registered |
| SWEETLIGNIN   | New York      | 1            | 5/22/2017 |            |          | Registered |

## SCHEDULE D

### Licenses

1. Technology License Agreement dated April 30, 2018 by and between the Grantor and OU Graanul BioTech.
2. License Agreement dated September 30, 2016 by and between the Grantor and Dr. Lee Polite.
3. License Agreement dated February 10, 2017 by and between the Grantor and Cornerstone Collateral Corp.