

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5384282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	E2TERRA, LLC	02/20/2019
RECEIVING PARTY DATA		
Name:	COMERICA BANK	
Street Address:	39200 SIX MILE ROAD	
Internal Address:	MC 7578	
City:	LIVONIA	
State/Country:	MICHIGAN	
Postal Code:	48152	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	15445504
	Application Number:	16051178
CORRESPONDENCE DATA		
Fax Number:	(734)930-2494	
<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:	7349302488	
Email:	ipfilings@bodmanlaw.com	
Correspondent Name:	SUSAN M. KORNFIELD - BODMAN PLC	
Address Line 1:	201 SOUTH DIVISION	
Address Line 2:	SUITE 400	
Address Line 4:	ANN ARBOR, MICHIGAN 48104	
NAME OF SUBMITTER:	SUSAN M. KORNFIELD	
SIGNATURE:	/susan m. kornfield/	
DATE SIGNED:	02/20/2019	
Total Attachments: 5		
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AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of February 20, 2019, between the undersigned ("Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of February 20, 2019 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among SageRider, Inc., SageRider West, LLC, SageRider Holdings, LLC, E2Terra, LLC and Omega Well Monitoring LLC (collectively, "Borrower") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of February 20, 2019, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto:

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent Licenses referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License:

provided, however, that "Patent Collateral" shall not include any Excluded Property to the extent not constituting Collateral under the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral to the extent such Patent Collateral has been released from the Liens granted under the Security Agreement in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to conflict of laws principles.

SECTION 9. No Oral Modification. THIS WRITTEN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written,

DEBTOR:

E2TERRA, LLC

By: 

Craig Smith

Its: Secretary and Treasurer

SECURED PARTY:

COMERICA BANK

By: 

Daniel J. Amato

Its: Vice President

(Signature Page to Agreement (Patent) (15938821))

SCHEDULE 1.1

PATENT COLLATERAL

Owner	Patent	Jurisdiction	Application Number	Application Date
E2Terra, LLC	Method and Composition for Stabilization of Drill Cuttings	United States	15445504 / 62395540	28-Feb-17; 16-Sept-16
E2Terra, LLC	Method and Composition for Stabilization of Drill Cuttings	United States	16/051,178	31-Jul-18

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