

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6304067

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	OBERON FUELS, INC.	09/17/2020
RECEIVING PARTY DATA		
Name:	SUBURBAN PROPANE, L.P.	
Street Address:	240 ROUTE 10 WEST, PO BOX 206	
City:	WHIPPANY	
State/Country:	NEW JERSEY	
Postal Code:	07981	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	13133380	
Application Number:	13769204	
CORRESPONDENCE DATA		
Fax Number:	(212)969-2900	
<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>		
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Address Line 1:	PROSKAUER ROSE LLP	
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ATTORNEY DOCKET NUMBER:	67127-120	
NAME OF SUBMITTER:	BROOKE L. FISCHER	
SIGNATURE:	/BROOKE L. FISCHER/	
DATE SIGNED:	09/17/2020	
Total Attachments: 5		
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “*Patent Security Agreement*”), effective as of September 17, 2020 is made by Oberon Fuels, Inc. (the “*Grantor*”), in favor of Suburban Propane, L.P., a Delaware limited partnership (“*Suburban*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Convertible Notes Purchase Agreement, dated as of September 17, 2020, by and among the Grantor, Suburban and Ruben S. Martin III (the “*Purchase Agreement*”), Suburban has agreed to purchase certain convertible secured notes from the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Purchase Agreement, the Grantor has executed and delivered the Security Agreement, dated as of September 17, 2020, in favor of Suburban (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to Suburban a continuing security interest in all of its intellectual property constituting Collateral, including the patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Patent Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees with Suburban, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Purchase Agreement or the Security Agreement and used herein shall have the meanings given to them in the Purchase Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Grantor’s right, title and interest in, to and under all of the patents owned by the Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the “*Patent Collateral*”), to Suburban to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Suburban in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Suburban thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Suburban 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. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the occurrence of the termination of the Security Agreement in accordance with Section 17 thereof. Upon the termination of this Patent Security Agreement, Suburban shall at Grantor's cost and expense execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW**. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]

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.

Oberon Fuels, Inc.,
as Grantor

By:

DocuSigned by:
Rebecca Boudreaux
14#268355836290...

Name: Rebecca Boudreaux

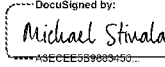
Title: President & Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 053804 FRAME: 0638

ACCEPTED:

Suburban Propane, L.P.

By: _____

Name: Michael Stivala

Title: President & Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 053804 FRAME: 0639

SCHEDULE A

<u>Registered Owner/Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
Oberon Fuels, Inc.	PROCESS AND SYSTEM FOR CONVERTING BIOGAS TO LIQUID FUELS	13/133,380	10-13- 2011	8,378,159	02- 19- 2013	Registered
Oberon Fuels, Inc.	PROCESS AND SYSTEM FOR CONVERTING BIOGAS TO LIQUID FUELS	13/769,204	02-15- 2013	8,809,603	08- 19- 2014	Registered