

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6446767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BERNARD A.J STROIAZZO MOUGIN	10/01/2020
RECEIVING PARTY DATA	
Name:	THIERRY BRACKENIERS
Street Address:	RUE DU DUC 51 - WOLUWE SAINT PIERRE
City:	BRUXELS
State/Country:	BELGIUM
Postal Code:	1150
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9637760
CORRESPONDENCE DATA	
Fax Number:	
<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:	+32 477 22 30 48
Email:	thierry.brackeniers@gmail.com
Correspondent Name:	THIERRY BRACKENIERS
Address Line 1:	RUE DU DUC 51 - WOLUWE SAINT PIERRE
Address Line 4:	BRUXELS, BELGIUM 1150
NAME OF SUBMITTER:	THIERRY BRACKENIERS
SIGNATURE:	/TBANGL/
DATE SIGNED:	12/13/2020
Total Attachments: 9	
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LOAN AGREEMENT**Mr. Thierry BRACKENIERS**

Residing at Rue du Duc 51, 1150 Brussels, BELGIUM

Born in Belgium on 27/05/1968 (Nat. Number 680527.359-03), Belgian

Hereinafter referred to as "the Lender"

And

OCEANFIELD Holding B.V

With its registered office at Gooimeer 5, 1411 DD Naarden, the NETHERLANDS

(KvK number 65502892 0000H)

Represented by Mr. Bernard A.J. Stroiazzo-Mougin, Chairman

Hereinafter referred to as "the Borrower"

And

Mr. Bernard A.J. STROIAZZO-MOUGIN

Residing at 57 Hoodfdgracht, 1411LB Naarden, the NETHERLANDS

Born in France, on 29/10/1941 in Chaumont, French

Hereinafter referred to as "the Inventor", the "Patent Owner" or "Guarantor"Hereinafter individually or collectively referred to as the **"Party/Parties"**.**WHEREAS:**

Mr. Mougin has invented a unique process to capture and transform CO2 to produce a final product of very high added value, used in particular by the pharmaceutical and cosmetic industries. This process also makes it possible to offer an alternative to fossil fuel oil used as energy, while eliminating 1 tonne of CO2 per barrel of "Oceanfield oil", which its competitors cannot do.

The innovation has already captured the interest of several countries and large companies.

Several economic opportunities have presented themselves, suggesting a considerable revenue, for which reason the Inventor offered his patents as collateral.

However, prior investments are necessary and essential in order to allow the Borrower to position itself in certain markets and to be able to continue its activity.

To ease a difficult situation, the Borrower sought funds, as the company faced severe cash flow difficulties.

The Lender, believing in the feasibility of the project and having already helped the first time, is ready to provide funds.

Mr. BRACKENIERS, having confidence in the capacities of Mr. MOUGIN, has, in view of the prospecting files presented and the stakes, decided to grant him a loan.

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Under these circumstances the Parties came together and agreed as follows:

1. LOAN

The Lender lends the Borrower the sum of 150,000 euros.

This amount will be transferred to account number: NL 66 INGB 0007 2268 84 opened at the INGB bank (BIC INGBNL2AXXX) in the name of Oceanfield Holding B.V. in Naarden (the NETHERLANDS).

2. LOAN CONDITIONS

2.1 Entry into force and duration

The loan is granted on 07 August 2020. This agreement comes into force on this day and will end on the day of full reimbursement of the amount due (interest, possible late interest and charges included).

2.2. Repayment Terms

The repayment of an amount of 300,000 euros of borrowed capital including interest will occur within 45 days of the date of debit of funds from the Lender's account and no later than 30 September 2020.

The Borrower will pay all of the interest at once. Interest will be paid on the day the loan is repaid.

This interest will be due even if for some reason specific to the Borrower the funds are ultimately not used or no longer needed. Indeed, the Lender had to release personal funds. While the stock market has fallen sharply, following the Corona Virus pandemic and its economic consequences, withdrawing funds when the stock market is low means "realizing your loss" and does not allow you to take advantage of upside opportunities on the stock market due to lack of liquidity. In addition, the Lender risks losing its privileged status with its bank, the amount of its assets being reduced following all the amounts loaned.

2.3 Exclusive license

As a token of appreciation for the invaluable assistance granted by Mr. Thierry BRACKENIERS, the Patent Owner has decided to grant him a free, full, exclusive and irrevocable license to use his patents, said license is however limited to the territory of Belgium. This license may be freely transferable to a third party, company, trust or foundation in which the Lender is a shareholder or has an interest.

The "fees" linked to the construction of the first plant will be limited to 5%, and the Inventor undertakes to actively contribute to the search for the necessary financing for the construction and operation of this plant.

The preliminary studies carried out to ensure the feasibility of the construction of the planned plant, as well as the engineering studies of the design office and project management carried out by companies related to the Borrower, will be offered.

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The licensing agreement will specify that the license holder is not required to sell the biomass produced to any of the Ecofield group companies or affiliated with the Borrower's companies. It is specified that the license agreement mentions the

interest of the companies of the Oceanfield group, and its commitment to buy back all biomass production by the "Ecofield" plants.

2.4 Interest

Any delay in reimbursement will involve the application of late interest at the rate of 30% (Thirty percent) of the amount remaining to be reimbursed, calculated on a pro rata basis.

3. GUARANTEES PROVIDED BY THE BORROWER

3.1. The Guarantor and its commitments

The Inventor declares that he has granted exploitation rights to the companies Oceanfield Holding BV and BASM Holding AG while retaining the ownership of their patents as attested by the document issued by the PONTI firm, expert advisor in intellectual property mandated to administer and ensure that patents are maintained in force and that they can be used. (see **Appendix 1**)

The Guarantor has interests in the development of the technology, the loan will be used to develop the business of the Borrower with which the Guarantor is linked. The Guarantor guarantees the reimbursement of all sums due to the Lender.

The Guarantor guarantees that the Borrower will immediately repay the amount due in principal and interest on the loan when it matures and the amounts become due.

If, by extraordinary means, all of the sums due on 15 September 2020 are not reimbursed by the Borrower, the Guarantor undertakes to reimburse them.

If the reimbursement has not been made by 30 September 2020, the Lender then becomes the sole owner of the patents as defined in Article 3.2. (hereinafter "Patents"), without any obligation to use the Patents, and without this transfer in full ownership being the subject of any invoicing, costs, or payment of any kind from the Lender. The Patent Owner will inform Ponti and request the material transfer of the title.

The Guarantor is committed to respecting and fulfilling this obligation. In the event of default, if the Lender itself were to carry out the required formalities and pay the costs to do so, such amounts would be re-invoiced to the Borrower.

The guarantor is committed under a guarantee on first demand and will refrain from opposing any nullity, expiation, objection, end of inadmissibility drawn from the legal or business relations between the Borrower and the Lender.

If the Lender decides to proceed with the sale of the Patents, the Borrower and the Guarantor undertake to provide assistance to the Borrower (1) to help identify buyers for the Patents, (2) to participate in discussions and provide technical expertise. They will provide all their support to the Lender in order to facilitate the procedures to liquidate the Patents.

The Inventor vouches for Oceanfield.

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Finally, the Inventor certifies that he has taken the necessary steps so that in the event of his death, the Patents provided as collateral become the property of the Lender if reimbursement is impossible or delayed. If it is not in the Lender's capacity to use the Patents, the Lender undertakes to assign the Patents for valuable consideration and to pay part of the surplus of the sums which he will receive to the

family of the Inventor. Thus, the Inventor expressly mandates the Lender and will deliver a copy of these patents to his notary so that it constitutes an appendix to his will.

3.2. The Guarantees provided

1. Patent filed in the USA in the name of Mr. B.A.J. Stroiazzo-Mougin under the number 13/805,421 registered under the number US 9,573,875 B2 on 21 February 2017 under the title "Procedure for the obtainment of fatty acids of pharmacological and nutritional interest"
This patent is authenticated before a notary who certifies that the Inventor is the owner.
2. Patent filed in the USA in the name of Mr. B.A.J. Stroiazzo-Mougin under the number 13/805,368 registered under the number US 9,637,762 B2 on 02 May 2017 under the title "Process for producing a biocrude employing microalgae"
This patent is authenticated before a notary who certifies that the Inventor is the owner.
3. As well as all the patents, processes, know-how and brands resulting from these patents which may be or have been registered in different countries.

The company council (Ponti Strategic Intellectual Property Service, Conseil de Cent 322 Baixos, 08007 Barcelona, Spain +34 93 4874 936 - email: ponti@ponti.pro) is appointed receiver of the Patents and receives a copy of the loan agreement .

The annuities of these two certificates are up to date as evidenced by the proof of payment of annuities appearing in appendix 2.

The Owner certifies that these patents are free of rights, are not subject to any pledge, have not been the subject of a contribution, nor given as pledge, surety or guarantee.

3.3. Waiver of recourse

It is understood that the guarantee is granted independently and on first demand. The Guarantor hereby unilaterally and completely waives any defence, filing a counterclaim or invoking in particular, but not exclusively, compensation or actions available to them which he expressly waives.

This personal guarantee concerns any commitment to personally guarantee the obligations of the Borrower and takes precedence over any prior commitment.

The Parties had sufficient time to reflect on the counterparts of their commitments and have them validated by a third party.

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4. EARLY PAYABILITY

In the event of a sale, transfer, liquidation, state of suspension of payments or in the event of the occurrence of any event liable to jeopardize the continuity of operations

of the Borrower, the amount of the loan and all interest due is due immediately and reimbursable on request.

In the event of a recognized over-indebtedness situation, Mr. MOUGIN agrees to respect the repayment commitments as defined in this agreement.

5. TRANSFER, ASSIGNMENT AND MODIFICATIONS

This agreement may not be transferred or assigned, in whole or in part, to a third party without the express consent of all the signatories or their legal representatives.

This agreement cannot be amended without the prior consent of all the signatories.

In the event that a clause of the Agreement is considered null or not applicable, the Parties accept that the other terms of the Agreement remain in force. In addition, the Parties agree to immediately begin negotiations in order to replace the void or non-applicable part while retaining its meaning and scope.

6. POWER

Each of the Parties certifies that this agreement has been duly authorized, that it has been validly signed and submitted, that it constitutes a valid legal agreement and a writ of execution.

7. CONFIDENTIALITY

The Parties agree that this agreement must remain confidential and agree not to transmit all or part of the elements to a third party except those mentioned therein, except with the prior written authorization of the Borrower or the Lender.

8. APPLICABLE LAW AND DISPUTES

This agreement is governed by Belgian law.

In the event of a dispute arising from or relating to this agreement, the Parties shall first submit the dispute to the procedure provided for by the ICC Mediation Rules. If the dispute has not been settled within the framework of said Rules within [45] days of the filing of the request for mediation (or such other period as the Parties may agree in writing), the dispute will then be settled definitively following the Arbitration Rules of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with them. Parties are not permitted to file a motion for emergency measures in accordance with the Emergency Arbitrator Provisions of the

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Arbitration Rules of the International Chamber of Commerce before the expiration of the period of [45] days following the filing of the request for mediation or any other agreed period.

It is already agreed that the place of arbitration will be Brussels. The language of the arbitration will be French.

In the event of a problem, all costs incurred including legal costs will be borne by the

Borrower and paid by him or his legal representative.

APPENDICES

1. Monitoring table for "patent portfolio" patents belonging to Mr. MOUGIN issued by the PONTI firm,
2. Proof of payment of annuities for patents provided as collateral
3. Written commitment from Mr. A.J. Stroiazzo-Mougin sent to his notary

Done in Brussels,
On 07 August 2020, in 5 copies

(signature)

The Lender
Thierry Brackeniers

(signature) (signature)

The Borrower
Oceanfield Holding B.V

(signature)

(signature)

Guarantor

The Patents Owner

Mr Bernard Stroiazzo-Mougin

Handwritten notice to be reproduced in full

"I have read the entire loan agreement between Oceanfield Holding B.V and Mr. Thierry Brackeniers. It is in full awareness and capacity of my means that I agree to guarantee the said agreement autonomously and independent of the contractual relations existing between the two Parties. To do this, if I am not able to repay the €300,000 (Three Hundred Thousand Euros) owed by Oceanfield Holding BV, as well as the interest and costs due on 30 September 2020, I unequivocally and definitively waive the full ownership of the patents mentioned in the said agreement, and assign full ownership to Mr. Brackeniers free of charge.

I hereby grant for first demand guarantee, joint and several and indivisible up to €300,000 (Three Hundred Thousand Euros) in principal costs and accessories in addition from the day hereof and until the day when the sale of the Patents is carried out and the Lender received the amounts owed to it. "

'handwritten mention of the loan agreement concluded'
On 07/08/2020

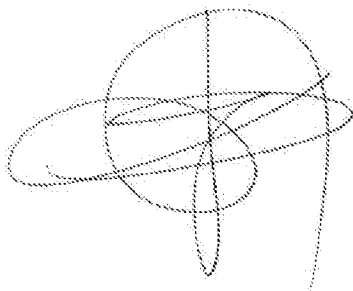
- 1/ Bernard returned signed 09/08/2020
- 2/ Thierry & Bernard countersign at Bxl 4/09/ 2020
- 3/ document signed electronically later 12/10/2020


Thierry Brackeniers
(signature)


2020.10.12
17:47:34 +02'00'

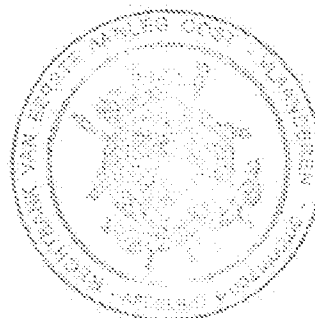
"Voor eensluidende vertaling ne varietur van het Frans naar het Engels.
Gedaan te Oudenaarde, op 2 december 2020. VTI-87920.38.
Evelien De Vuyst, beëdigd vertaler-tolk."

"A true translation ne varietur French - English.
Done in Oudenaarde, 2 December 2020 by Evelien De Vuyst, VTI-87920.38.
Evelien De Vuyst, sworn translator and interpreter."



 Evelien De Vuyst
Beëdigde vertaling

Geeven door Ons, afdelingsvoorzitter
van de rechtbank van eerste aanleg
Oost-Vlaanderen, afdeling Oudenaarde,
voor authenticatie van de handtekening
van Evelien De Vuyst
Oudenaarde, de 02/12/2020
Voor de afdelingsvoorzitter.
De gemachtigde griffier




Leentje Bauters

Il est d'ores et déjà convenu que le lieu de l'arbitrage sera Bruxelles. La langue de l'arbitrage sera le français.

En cas de problème, tous les coûts induits y compris les frais de justice seront à la charge de l'Emprunteur et payé par lui ou son représentant légal.


ANNEXES

1. Tableau de suivi des brevets « patent portfolio » appartenant à Monsieur MOUGIN émis par le cabinet PONTI,
2. Preuve de paiement des annuités des brevets apportés en garantie
3. Engagement écrit de Monsieur A.J. Stroiazzo-Mougin transmis à son notaire

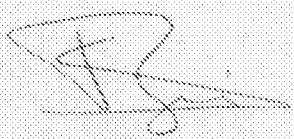
Fait à Bruxelles,

Le 07 août 2020, en 5 exemplaires

Le Prêteur
Thierry Brackeniers



L'Emprunteur
La société Oceanfield Holding B.V.



Garant
Le Propriétaire des Brevets
Mr Bernard Stroiazzo-Mougin

Mention manuscrite à reproduire intégralement

"J'ai pris connaissance de l'intégralité du contrat de prêt conclu entre la société Oceanfield Holding B.V et Monsieur Thierry Brackeniers. C'est en pleine conscience et capacité de mes moyens que je m'engage à garantir le dit contrat de façon autonome et indépendant des relations contractuelles existant entre les deux Parties. Pour ce faire, si je ne suis pas en capacité de rembourser les 300 000 € (Trois Cent Mille Euros) dus par Oceanfield Holding BV, ainsi que les intérêts et frais exigibles à la date du 30 septembre 2020, je renonce de façon non équivoque et définitive à l'intégralité de la propriété des brevets mentionnés dans le dit contrat, et en cède l'entière propriété à Monsieur Brackeniers à titre gracieux.

Bon pour garantie à première demande, solidaire et indivisible à hauteur de 300 000 € (Trois Cent Mille Euros) en principal frais et accessoires en sus à compter du jour des présentes et jusqu'au jour où la vente des Brevets est réalisée et le Prêteur a reçu les sommes qui lui sont dues. »

J'ai plus connaissance de l'intégralité du contrat de prêt conclu entre la Société OCEANFIELD Holding BV et Housier Thierry Brockeniers. C'est en pleine connaissance et capacité de mes marques que je m'engage à garantir le dit contrat de façon autonome et indépendante des relations contractuelles existant entre les deux Parties. Pour ce faire si je ne suis pas en capacité de rembourser le 300 000 € (Trois cent mille Euros) dus par OCEANFIELD Holding BV, ainsi que les intérêts et frais exigibles à la date du 30 septembre 2020, je reconnais de façon non équivoque et définitive à l'intégralité de la propriété des brevets mentionnés dans le dit contrat et en cela l'autre propriété à Housier Brockeniers à titre qu'ancien Bon pour garantie à première demande, solidaire et indivisible à hauteur de 300.000 € en principal frais et accessoires en sus à compter du jour des présentes et jusqu'au jour où la vente des Brevets est réalisée et le Prêteur a reçu les sommes qui lui sont dues.

