

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6887564

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FLINT HILLS RESOURCES, LP	06/01/2021
RECEIVING PARTY DATA		
Name:	FLINT HILLS RESOURCES GRAIN, LLC	
Street Address:	4615 N. LEWIS AVENUE	
City:	SIOUX FALLS	
State/Country:	SOUTH DAKOTA	
Postal Code:	57104	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10837029
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:	6513512900	
Email:	blichtscheidl@kaganbinder.com	
Correspondent Name:	KAGAN BINDER PLLC	
Address Line 1:	SUITE 200, MAPLE ISLAND BUILDING 221 MAIN STREET N	
Address Line 2:	221 MAIN STREET NORTH	
Address Line 4:	STILLWATER, MINNESOTA 55082	
ATTORNEY DOCKET NUMBER:	POE0109/US	
NAME OF SUBMITTER:	BETHANY LICHTSCHEIDL	
SIGNATURE:	/Bethany Lichtscheidl/	
DATE SIGNED:	08/27/2021	
Total Attachments: 16		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”), dated June 1, 2021, is made by and among Flint Hills Resources, LP, a Delaware limited partnership, Flint Hills Resources, LC, a Kansas limited company, Flint Hills Resources, LLC, a Delaware limited liability company, Koch Industries, Inc., a Kansas corporation, KBX Rail, LLC, a Delaware limited liability company, and KLRX, LLC, a Delaware limited liability company (collectively, the “Assigning Affiliates”), Flint Hills Resources Grain, LLC, a Delaware limited liability company (“FHR Grain”) and Flint Hills Resources Railroad, LLC, a Delaware limited liability company (“FHR Railroad”, and together with FHR Grain, the “Specified Purchased Companies”). The Assigning Affiliates and Specified Purchased Companies are referred to herein individually as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined in this Agreement will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

A. Immediately following the execution and delivery of this Agreement, FHR B&I Holdings, LLC, a Delaware limited liability company (“Seller”), POET Biorefining (Octane) Holdings, LLC, a Delaware limited liability company (“Purchaser”) and POET Investments, LLC, a Delaware limited liability company, will enter into that certain Equity Purchase Agreement (the “Purchase Agreement”), pursuant to which, among other terms, Seller will sell to Purchaser, and Purchaser will purchase from Seller, the Company Equity for the Purchase Price, upon the terms set forth therein.

B. Section 2.2(a)(i) of the Purchase Agreement contemplates that Seller will provide (or cause to be provided) to Purchaser an executed copy of this Agreement at the Closing, which is taking place immediately following the execution and delivery of this Agreement.

C. The Assigning Affiliates desire to execute and deliver to the Specified Purchased Companies this Agreement as contemplated by Section 2.2(a)(i) of the Purchase Agreement.

In consideration of the promises and the mutual covenants and agreements set forth herein (including the recitals hereof), the Parties hereby agree as follows:

1. Specified Affiliate Assets.

(a) FHR Grain.

i. Assigned Contracts. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, each of the Assigning Affiliates hereby (i) assigns, conveys and transfers to FHR Grain all of such Assigning Affiliate’s right, title and interest in, to and under the Contracts set forth in Section I on Exhibit A (the “FHR Grain Assigned Contracts”) and (ii) transfers, assigns and delegates to FHR Grain all Liabilities arising from such Assigning Affiliates’ right, title and interest in, to and under the FHR Grain Assigned Contracts prior to the Closing.

ii. Other Specified Affiliate Assets. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, each of the Assigning Affiliates hereby (i) assigns, conveys and transfers to FHR Grain all of such Assigning Affiliate's right, title and interest in, to and under the Specified Affiliate Assets (other than the FHR Grain Assigned Contracts) set forth on Exhibit A and (ii) transfers, assigns and delegates to FHR Grain all Liabilities arising from such Assigning Affiliates' right, title and interest in, to and under the Specified Affiliate Assets (other than the FHR Grain Assigned Contracts) set forth on Exhibit A prior to the Closing.

iii. Acceptance. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, FHR Grain hereby (i) accepts and assumes the transfer, assignment and delegation contemplated by Sections 1(a)(i) and 1(a)(ii), and (ii) agrees to timely pay, perform and discharge all Liabilities of the Assigning Affiliates arising from the Assigning Affiliates' right, title and interest in, to and under the Specified Affiliate Assets set forth on Exhibit A.

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

ASSIGNING AFFILIATES:

FLINT HILLS RESOURCES, LP

By: 
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

FLINT HILLS RESOURCES, LC

By: 
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

FLINT HILLS RESOURCES, LLC

By: 
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

KOCH INDUSTRIES, INC.

By: _____
Name: Raffaele Fazio
Title: Assistant Secretary

[Signature Page to Assignment and Assumption Agreement]

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

ASSIGNING AFFILIATES:

FLINT HILLS RESOURCES, LP

By: _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

FLINT HILLS RESOURCES, LC

By: _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

FLINT HILLS RESOURCES, LLC

By: _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

KOCH INDUSTRIES, INC.

By:  _____
Name: Raffaele Pazio
Title: Assistant Secretary

[Signature Page to Assignment and Assumption Agreement]

KBX RAIL, LLC

By: Eric Monger
Name: Eric Monger
Title: Vice President

KLRX, LLC

By: Eric Monger
Name: Eric Monger
Title: Vice President

SPECIFIED PURCHASED COMPANIES:

FLINT HILLS RESOURCES GRAIN, LLC

By: _____
Name: Shane Pierce
Title: Senior Vice President / Secretary /
General Counsel

**FLINT HILLS RESOURCES RAILROAD,
LLC**

By: _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

KBX RAIL, LLC

By: _____
Name: Eric Monger
Title: Vice President

KLRX, LLC

By: _____
Name: Eric Monger
Title: Vice President

SPECIFIED PURCHASED COMPANIES:

FLINT HILLS RESOURCES GRAIN, LLC

By:  _____
Name: Shane Pierce
Title: Senior Vice President / Secretary /
General Counsel

**FLINT HILLS RESOURCES RAILROAD,
LLC**

By: _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

KBX RAIL, LLC

By: _____
Name: Eric Monger
Title: Vice President

KLRX, LLC

By: _____
Name: Eric Monger
Title: Vice President

SPECIFIED PURCHASED COMPANIES:

FLINT HILLS RESOURCES GRAIN, LLC

By: _____
Name: Shane Pierce
Title: Senior Vice President / Secretary /
General Counsel

**FLINT HILLS RESOURCES RAILROAD,
LLC**

By:  _____
Name: Julie Anderson
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

I. Assigned Contracts

[illegible]

B. Patents and Applications

<u>Reference</u>	<u>Status</u>	<u>Country</u>	<u>Title</u>	<u>Filed</u>	<u>Appn #</u>	<u>Pubd</u>	<u>Pubn #</u>	<u>Granted</u>	<u>Patent #</u>
FHG-2017-PAT-0002-US-PCT	Grant	US	METHODS AND SYSTEMS FOR GRINDING CORN AND MAKING ETHANOL THEREFROM	23 Nov 2016	15/529 014	21 Sep 2017	US2017-0268024A1	17 Nov 2020	10837029
FHG-2017-PAT-0002-BR-PCT	Abandoned	Brazil	Methods and Systems for Grinding Corn and Making Ethanol Therefrom	23 Nov 2016	112018 010628 -3	12 Feb 2019	112018010628-3		
FHG-2017-PAT-0002-CA-PCT	Abandoned	Canada	Methods and Systems for Grinding Corn and Making Ethanol Therefrom	23 Nov 2016	3006308				
FHG-2017-PAT-	Abandoned	China	Methods and Systems for	23 Nov 2016	201680 079891 .1	21 Dec 2018	109070092		

<u>Reference</u>	<u>Status</u>	<u>Country</u>	<u>Title</u>	<u>Filed</u>	<u>Appn #</u>	<u>Pubd</u>	<u>Pubn #</u>	<u>Granted</u>	<u>Patent #</u>
0002-CN-PCT			Grinding Corn and Making Ethanol Therefrom						
FHG-2017-PAT-0002-US-PRO	Expired	US	Methods and Systems for Grinding Corn and Making Ethanol Therefrom	25 Nov 2015	62/260,181				
FHG-2017-PAT-0002-WO-PCT	Expired	PCT	Methods and Systems for Grinding Corn and Making Ethanol Therefrom	23 Nov 2016	PCT/US16/63657	01 Jun 2017	WO 2017/091760		
FHGE-2017-PAT-0003-US-CIP	Grant	US	Processes for Recovering Products from a Corn Fermentation Mash	24 May 2017	15/604507	07 Sep 2017	US 2017-0253892 A1	28 Aug 2018	10059966
FHGE-2017-PAT-0003-US-PCD	Created	US	Processes for Recovering Products from a Corn Fermentation Mash						
FHGE-2017-PAT-0003-US-DIV	Publish ed	US	Processes for Recovering Products from a Corn Fermentation Mash	14 Aug 2018	16/102835	17 Jan 2019	US2019-0017080A1		
FHGE-2017-PAT-0003-US-PCT[2]	Publish ed	US	Processes for Recovering Products from a Corn	24 May 2018	16/616503	21 Jan 2021	US20210017547 A1		

<u>Reference</u>	<u>Status</u>	<u>Country</u>	<u>Title</u>	<u>Filed</u>	<u>Appn #</u>	<u>Pubd</u>	<u>Pubn #</u>	<u>Granted</u>	<u>Patent #</u>
			Fermentat ion Mash						
FHGE- 2017- PAT- 0003-US- PCT	Publish ed	US	Processes for Recoverin g Products from a Corn Fermentat ion Mash	23 Nov 2016	15/529 025	15 Feb 2018	US2018- 0044620A1		
FHGE- 2017- PAT- 0003-US- CIP[2]	Publish ed	US	Processes for Recoverin g Products from a Corn Fermentat ion Mash	06 Jan 2020	16/734 422	07 May 2020	US2020- 0140899A1		
FHGE- 2017- PAT- 0003-AR- NP	Abando ned	Argentin a	Processes for Recoverin g Products from a Corn Fermentat ion Mash	24 May 2018	P18010 1376	21 Aug 2019	AR111825A1		
FHGE- 2017- PAT- 0003-BR- PCT	Abando ned	Brazil	Processes for Recoverin g Products from a Corn Fermentat ion Mash	23 Nov 2016	112018 010617 8	12 Feb 2019	11201801061 78		
FHGE- 2017- PAT- 0003-CA- PCT	Abando ned	Canada	Processes for Recoverin g Products from a Corn Fermentat ion Mash	23 Nov 2016	300629 3				
FHGE- 2017- PAT- 0003-CN- PCT	Abando ned	China	Processes for Recoverin g Products from a Corn Fermentat ion Mash	23 Nov 2016	201680 079916 .8	23 Nov 2018	CN 108884477 A		

<u>Reference</u>	<u>Status</u>	<u>Country</u>	<u>Title</u>	<u>Filed</u>	<u>Appn #</u>	<u>Pubd</u>	<u>Pubn #</u>	<u>Granted</u>	<u>Patent #</u>
FHGE-2017-PAT-0003-US-CIP[2]	Publish ed	US	Processes for Recoverin g Products from a Corn Fermentat ion Mash	06 Jan 2020	16/734 422	07 May 2020	US2020-0140899A1		
FHGE-2017-PAT-0003-US-PRO	Expired	US	Processes for Recoverin g Products from a Corn Fermentat ion Mash	18 Apr 2016	62/324, 159				
FHGE-2017-PAT-0003-WO-PCT	Expired	PCT	Processes for Recoverin g Products from a Corn Fermentat ion Mash	23 Nov 2016	PCT/US16/63 666	01 Jun 2017	WO 2017/091766		
FHGE-2017-PAT-0003-WO-PCT[2]	Expired	PCT	Processes for Recoverin g Products from a Corn Fermentat ion Mash	24 May 2018	PCT/IB 2018/0 53688	29 Nov 2018	WO/2018/21 5965		

C. Trademarks and Service Mark Registrations and Applications

<u>Trademark</u>	<u>Filing Type</u>	<u>Country</u>	<u>Filing</u>	<u>Filing Number</u>	<u>Registration</u>	<u>Registration Number</u>
NEXPRO	Madrid protocol	Australia	09 Jan 2017	1860213	24 Nov 2017	1356962 / 1860213
NEXPRO	National filing	Bangladesh	15 Jan 2017	206573		
NEXPRO	National filing	Bangladesh	15 Jan 2017	206574	21 Mar 2021	206574
NEXPRO	National filing	Brazil	12 Jan 2017	912158646	09 Oct 2018	912158646

<u>Trademark</u>	<u>Filing Type</u>	<u>Country</u>	<u>Filing</u>	<u>Filing Number</u>	<u>Registration</u>	<u>Registration Number</u>
NEXPRO	National filing	Brazil	12 Jan 2017	912158689	09 Oct 2018	912158689
NEXPRO	National filing	Canada	12 Jan 2017	1817917	12 Nov 2019	TMA1062720
NEXPRO	National filing	Chile	12 Jan 2017	1237789	07 Mar 2018	1271001
NEXPRO	National filing	China	23 Jan 2017	22719581	21 Feb 2018	22719581
NEXPRO	National filing	China	23 Jan 2017	22719580	21 Feb 2018	22719580
NEXPRO	National filing	China	23 Jan 2017	22719775	21 Apr 2018	22719775
NEXPRO	National filing	China	23 Jan 2017	22719774	21 Feb 2018	22719774
NEXPRO	National filing	Ecuador	17 Jan 2017	IEPI20173212	17 Nov 2020	SENADI_2020_TI_29491

<u>Trademark</u>	<u>Filing Type</u>	<u>Country</u>	<u>Filing</u>	<u>Filing Number</u>	<u>Registration</u>	<u>Registration Number</u>
NEXPRO	National filing	Ecuador	17 Jan 2017	IEPI2017RS10730	07 Aug 2017	7424
NEXPRO	Madrid protocol	Egypt	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Madrid protocol	European Union	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Madrid protocol	India	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	National filing	Indonesia	03 Feb 2017	D002017005629	19 Apr 2018	IDM000614030
NEXPRO	National filing	Indonesia	03 Feb 2017	D002017005631	18 May 2020	IDM000738376
NEXPRO	Madrid protocol	International Procedure	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Madrid protocol	Japan	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	National filing	Malaysia	12 Jan 2017	2017050633	09 Jan 2017	2017050633
NEXPRO	National filing	Malaysia	12 Jan 2017	2017050636	09 Jan 2017	2017050636
NEXPRO	Madrid protocol	Mexico	09 Jan 2017	1356962	09 Jan 2017	1356962 / 1978354 1356962 / 1897514

<u>Trademark</u>	<u>Filing Type</u>	<u>Country</u>	<u>Filing</u>	<u>Filing Number</u>	<u>Registration</u>	<u>Registration Number</u>
NEXPRO	Madrid protocol	Norway	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Madrid protocol	Philippines	16 Jul 2020	1356962	01 Nov 2020	1356962
NEXPRO	Madrid protocol	South Korea / Republic of Korea	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	National filing	Taiwan	12 Jan 2017	106002124	16 Sep 2017	01870035
NEXPRO	National filing	Thailand	18 Jan 2017	170101611	18 Jan 2017	191124454
NEXPRO	National filing	Thailand	18 Jan 2017	170101612	18 Jan 2027	191124417
NEXPRO	Madrid protocol	Turkey	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	National filing	United States Of America	09 Jan 2017	87293716	20 Nov 2018	5612537
NEXPRO & Design	National filing	United States Of America	01 Mar 2017	87353926	20 Nov 2018	5612628

<u>Trademark</u>	<u>Filing Type</u>	<u>Country</u>	<u>Filing</u>	<u>Filing Number</u>	<u>Registration</u>	<u>Registration Number</u>
NEXPRO	Madrid protocol	Vietnam	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Madrid protocol	United Kingdom	09 Jan 2017	1356962	09 Jan 2017	UK00801356962





