

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7105911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
ENTERRA FEED CORPORATION			05/15/2019
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP III		
<b>Street Address:</b>	500, 400 CROWFOOT BUSINESS CENTER NW		
<b>City:</b>	CALGARY		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T3G 5H6		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	14397679		
<b>Application Number:</b>	14908924		
<b>Application Number:</b>	15327955		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(204)942-5723		
<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>			
<b>Phone:</b>	2049471429		
<b>Email:</b>	USPTO@ADECO.COM		
<b>Correspondent Name:</b>	ADE & COMPANY INC.		
<b>Address Line 1:</b>	2157 HENDERSON HWY		
<b>Address Line 4:</b>	WINNIPEG, MANITOBA R2G 1P9		
<b>ATTORNEY DOCKET NUMBER:</b>	88364-3GEN/MRW		
<b>NAME OF SUBMITTER:</b>	MICHAEL R. WILLIAMS		
<b>SIGNATURE:</b>	/Michael R. Williams/		
<b>DATE SIGNED:</b>	01/05/2022		
<b>Total Attachments: 7</b>			
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**PATENT**

**REEL: 058558 FRAME: 0782**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**TO:** **AVRIO SUBORDINATED DEBT LIMITED PARTNERSHIP III**, a limited partnership formed pursuant to the laws of the Province of Alberta having an office at 500, 400 Crowfoot Business Center NW Calgary AB T3G 5H6, referred to as the "Assignee")

**FROM:** **ENTERRA FEED CORPORATION** (the "Assignor")

1. Subject to the provisions hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns, transfers and grants to the Assignee, as security for the Loan (as defined in the loan agreement dated as of May 15, 2019 entered into between the Assignor and the Assignee (the "Loan Agreement")), all of the patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, trade names, trade name applications and registrations, copyrights, copyright applications and registrations, licenses, logos, corporate and partnership names and customer lists, proprietary processes, formulae, inventions, trade secrets, know-how, development tools and other proprietary rights used or owned by the Assignor or pertaining to any product or service manufactured, marketed, licensed, sublicensed, used or sold by the Assignor in the conduct of its business and other intellectual property owned, leased or licensed by the Assignor from time to time, including but not limited to those described in Schedule "A" hereto (the "Intellectual Property") together with all of its right, title and interest in relation to such Intellectual Property that may at any time exist, at present or in the future.
2. This Assignment extends to all rights and benefits that the Assignor may now, or at any time in the future have, under or by virtue of the Intellectual Property and includes the full and irrevocable power to enforce rights in relation thereto.
3. This Assignment is subject to the following terms and conditions:
  - (a) the Assignee shall not take any steps to enforce or act upon this Assignment until the occurrence of an Event of Default as defined in the Loan Agreement;
  - (b) this Assignment is subject to the terms and conditions of the Loan Agreement. In this Assignment, capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Loan Agreement;
  - (c) the Assignor covenants and represents that it has good title to the Intellectual Property, free and clear of all liens, charges and encumbrances except for this Assignment. To the knowledge of the Assignor, there is no suit, action, dispute, claim, arbitration or legal, administrative or other proceeding or government investigation pending or, the knowledge of the Assignor, threatened against or relating to the Intellectual Property. The Assignor is not aware of any existing grounds on which any such action, suit or proceeding may be commenced with any reasonable likelihood of success;
  - (d) the assignment of the Intellectual Property hereunder includes without limitation all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known or referred to as moral rights and the like ("Moral Rights"). To the extent that such Moral Rights cannot be assigned under applicable law and to the extent that the following is allowed by the laws in various countries where moral rights exist, the

Assignor hereby waives such Moral Rights and consents to any action of the Assignee or any third party that would violate such Moral Rights in the absence of such consent;

- (e) the Intellectual Property shall be continuing security to the Assignee for the payment of the Outstanding Principal Obligations and all interest, fees or other amounts, present or future, direct or indirect, absolute or contingent, to the Assignee of the Assignor and any Subsidiary, and for any ultimate unpaid balance that shall be outstanding to the Assignee; and
  - (f) the Assignor shall make as may be commercially reasonable all such filings, pay all such fees and take all such other actions as may be necessary to keep the Intellectual Property and the registration thereof valid and in good standing. The Assignor shall take any and all such actions as may be commercially reasonable to enforce its rights against infringers of whom it becomes aware.
- 4. The Assignor shall not transfer, assign, encumber or otherwise dispose of any of the Intellectual Property during the term of this Assignment without the prior written consent of the Assignee.
  - 5. Following the occurrence and during the continuance of an Event of Default, the Assignor hereby undertakes to do such other things and sign such further instruments as may from time to time be required by the Assignee or any officer (or agent thereof) to vest in the Assignee the Intellectual Property including but not limited to, an assignment in a form registerable at the Canadian and US Intellectual Property Offices and such other applicable international registries. In the event that the Assignor shall, after receipt of reasonable written notice, fail to deliver such requested documents, assignments and consents within ten (10) days of notice, the Assignor hereby irrevocably nominates and constitutes the Assignee, or any director, officer or agent thereof, with the full power of substitution, its true and lawful attorney and agent, with full power of authority, in its name, place and stead, to sign and deliver any such deeds, documents, certificates, agreements and written instruments and to take such action. The power of attorney hereby granted shall continue only until the Intellectual Property assigned hereunder is released. No such further assignment of the Intellectual Property shall in any way restrict the rights of the Assignee hereunder.
  - 6. This Assignment shall not be merged in any subsequent assignment or be taken to be a substitute for any former assignment.
  - 7. This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (other than conflict of laws rules).
  - 8. This Assignment shall extend to and enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, other legal representatives, successors and assigns of the undersigned.

DATED at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, this  
15 day of May, 2019.

ENTERRA FEED CORPORATION

Per: 

Geoffrey Gyles, Chief Executive Officer

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

# SCHEDULE "A"

## INTELLECTUAL PROPERTY

All the right, title, benefit and interest of the Assignor and the Affiliates, if any, in and to all registered or unregistered trademarks, trade or brand names, service marks, web sites, domain names and addresses, copyrights, moral rights, designs, specifications, drawings, diagrams, blueprints, engineering or technical papers or documents, inventions, patents, patent applications and patent rights (including any moral rights, patents issuing on such applications or rights), licences, sub-licenses, formulae, processes, technology and other industrial property of or pertaining to the business of the Assignor or its Affiliates, if any, including the following:

### DOMAIN NAMES

ID	NAME	REGISTRAR NAME	EXPIRY	UPDATED AS AT
513483	enterrafarm.ca	eNom Canada Corp.	2019-06-18T00:00:00.000Z	2018-12-07T17:14:20.000Z
413686	enterrafarm.com	NameCheap, Inc.	2019-06-18T07:00:00.000Z	2018-12-05T15:04:27.000Z
413680	enterrafarm.net	NameCheap, Inc.	2019-06-18T00:00:00.000Z	2018-12-05T15:04:22.000Z
413685	enterrafarm.org	NameCheap, Inc.	2019-06-18T00:00:00.000Z	2018-12-05T15:04:26.000Z
513485	enterrafarms.ca	eNom Canada Corp.	2019-06-18T00:00:00.000Z	2018-12-07T17:14:43.000Z
413687	enterrafarms.com	NameCheap, Inc.	2019-06-18T00:00:00.000Z	2018-12-05T15:04:27.000Z
413684	enterrafarms.net	NameCheap, Inc.	2019-06-18T19:31:58.000Z	2018-12-05T15:04:25.000Z
413682	enterrafarms.org	NameCheap, Inc.	2019-06-18T19:31:58.000Z	2018-12-05T15:04:23.000Z
513486	enterrafeed.ca	eNom Canada Corp.	2019-05-29T00:00:00.000Z	2018-12-07T17:15:00.000Z
222336	enterrafeed.com	NameCheap, Inc.	2019-05-28T14:00:00.000Z	2018-12-05T15:03:12.000Z
413679	enterrafeed.net	NameCheap, Inc.	2019-05-29T00:00:00.000Z	2018-12-05T15:04:21.000Z
413681	enterrafeed.org	NameCheap, Inc.	2019-05-29T17:58:09.000Z	2018-12-05T15:04:23.000Z
513487	enterrafeed.net	NameCheap, Inc.	2019-10-04T04:00:00.000Z	2018-12-07T17:15:16.000Z
513489	enterrafeed.org	NameCheap, Inc.	2019-10-04T05:00:00.000Z	2018-12-07T17:15:22.000Z
513490	enterrafeed.us	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:15:28.000Z
513493	enterragrubs.com	NameCheap, Inc.	2019-10-04T05:00:00.000Z	2018-12-07T17:17:42.000Z
513494	enterragrubs.net	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:17:46.000Z
513495	enterragrubs.org	NameCheap, Inc.	2019-10-04T04:00:00.000Z	2018-12-07T17:17:50.000Z
513496	enterragrubs.us	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:17:55.000Z
513497	enterrameal.com	NameCheap, Inc.	2019-10-04T04:00:00.000Z	2018-12-07T17:18:00.000Z
513499	enterrameal.net	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:07.000Z
513500	enterrameal.org	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:12.000Z
513501	enterrameal.us	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:20.000Z
513502	enterraail.com	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:45.000Z
513503	enterraail.net	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:49.000Z
513504	enterraail.org	NameCheap, Inc.	2019-10-04T04:00:00.000Z	2018-12-07T17:18:52.000Z
513505	enterraail.us	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:55.000Z
513506	enterraprotein.com	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:18:58.000Z
513507	enterraprotein.net	NameCheap, Inc.	2019-10-04T07:00:00.000Z	2018-12-07T17:19:01.000Z
513508	enterraprotein.org	NameCheap, Inc.	2019-10-04T00:00:00.000Z	2018-12-07T17:19:06.000Z
513509	enterraprotein.us			2018-12-07T17:18:58.000Z
513510	renewablefood.ca			2018-12-07T17:19:05.000Z

# PENDING PATENTS

Country	Application No.	Patent Title and Additional Information
Canada (CA)	CA2871196A1	Contained systems to provide reproductive habitat for <i>Hermetia illucens</i>
Canada (CA)	CA2919287A1	<i>Hermetia illucens</i> frass production and use in plant nutrition and pest management
Canada (CA)	CA2955867A1	Continuous production system for culturing dipteran insects

# REGISTERED PATENTS

Country	Application No.	Patent Title and Additional Information
United States (US)	US9510572B2	Contained systems to provide reproductive habitat for <i>Hermetia illucens</i>
Europe (EP)	EP2846632B1	
Belgium (BE)	EP2846632B1	
Germany (DE)	EP2846632B1	
Denmark (DK)	DK2846632T3	
Spain (ES)	ES2646596T3	
France (FR)	EP2846632B1	
United Kingdom (GB)	EP2846632B1	
Ireland (IE)	EP2846632B1	
Italy (IT)	EP2846632B1	
Netherlands (NL)	EP2846632B1	
Poland (PL)	EP2846632B1	
Romania (RO)	EP2846632B1	
United States (US)	US9844223B2	<i>Hermetia illucens</i> frass production and use in plant nutrition and pest management
United States (US)	US 10,159,229 B2	Continuous production system for culturing dipteran insects
Europe (EP)	EP 3171693 B1	
Belgium (BE)	EP 3171693 B1	
Germany (DE)	60 2015 023 802.8	
Denmark (DK)	EP 3171693 B1	
Spain (ES)	EP 3171693 B1	
France (FR)	EP 3171693 B1	
United Kingdom (GB)	EP 3171693 B1	
Ireland (IE)	EP 3171693 B1	
Italy (IT)	EP 3171693 B1	
Netherlands (NL)	EP 3171693 B1	
Poland (PL)	EP 3171693 B1	
Romania (RO)	EP 3171693 B1	

# REGISTERED TRADE-MARKS

None

# UNREGISTERED TRADE-MARKS

## Canada

Enterra Feed  
Enterra Feed Corporation  
EnterraGrubs  
EnterraProtein  
EnterraOil  
EnterraFrass  
Enterra Natural Fertilizer

## TagLines

Your Partner in the Future of Feed  
Naturally Produced. Sustainably Developed.  
Harness the Nutritional Power of Insects

# PENDING TRADE-MARKS

Country	Application No.	Trade-Mark	Dated Filed	Nice Class	Status
Canada	Enterra - 1914063 Design - 1931861	Enterra & Design	Name - August 9, 2018 Design - November 21, 2018	Class 1 - fertilizer Class 3 - cosmetics (oil) Class 4 - candles (oil) Class 29 - human food Class 31 - animal feed	Pending
EU	17994923	Enterra & Design	November 29, 2018	Class 3 - cosmetics (oil) Class 4 - candles (oil) Class 29 - human food Class 31 - animal feed	Pending
United States	88233417	Enterra & Design	December 18, 2018	Class 1 - fertilizer Class 3 - cosmetics (oil) Class 4 - candles (oil) Class 29 - human food Class 31 - animal feed	Pending

# COPYRIGHTS

Enterra Brochure  
EnterraGrubs Nutritional Information  
EnterraProtein Nutritional Information  
EnterraOil Nutritional Information  
Enterra Natural Fertilizer 3-1-3 - Product Specifications  
Enterra Natural Fertilizer vs Worm Castings  
Enterra Introduction Presentation  
Enterra Customer Presentation  
Enterra Plant Designs and Presentations

**INTELLECTUAL PROPERTY LICENSED TO THE ASSIGNOR**

N/A

**OTHER LICENCES**

N/A