PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7385830

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Execution Date
CENTRAL INDIANA ETHANOL, LLC	06/15/2022

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.	
Street Address:	320 NORTH CANAL STREET	
Internal Address:	15TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	9677036	
Patent Number:	9670444	

CORRESPONDENCE DATA

Fax Number:

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.

Email: ipdocket@mayerbrown.com

Correspondent Name: JONATHAN BROWN, MAYER BROWN LLP

Address Line 1: 71 S. WACKER DR.

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22706833	
NAME OF SUBMITTER:	JONATHAN BROWN	
SIGNATURE:	/Jonathan Brown/	
DATE SIGNED:	06/16/2022	

Total Attachments: 5

source=BMO-CIE - Patent Security Agreement (Executed)#page1.tif source=BMO-CIE - Patent Security Agreement (Executed)#page2.tif source=BMO-CIE - Patent Security Agreement (Executed)#page3.tif source=BMO-CIE - Patent Security Agreement (Executed)#page4.tif source=BMO-CIE - Patent Security Agreement (Executed)#page5.tif

PATENT 507338908 REEL: 060221 FRAME: 0834

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Patent Security Agreement</u>") dated as of June 15, 2022, is by CENTRAL INDIANA ETHANOL, LLC, an Indiana limited liability company ("<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., a national banking association, as Administrative Agent (in such capacity, "<u>Grantee</u>"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among Grantor, as the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Grantee, pursuant to which Grantee and the Lenders have agreed to make certain loans and other financial accommodations to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other Debtors (as defined therein) from time to time party thereto and Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Grantee and the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Grantor pursuant to the Credit Agreement, Grantor hereby agrees with the Grantee as follows:

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Credit Agreement or Security Agreement, as applicable.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to Grantee and grants to Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):
- 2.1 all of its patents, including, without limitation, those referred to on Schedule $\underline{1}$ hereto;
- 2.2 all goodwill of the business connected with the use of, and symbolized by, each patent; and
- 2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Grantee as set forth and pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Interpretive Provisions</u>. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.
- Section 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. <u>Choice of Law</u>. This Patent Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTRAL INDIANA ETHANOL, LLC, an Indiana limited liability company

Name: "avid M. Kubin

Title: Vice President

Patent Security Agreement Signature Page

Acknowledged and agreed: **BMO HARRIS BANK N.A.**, as Administrative Agent

Name: Corey Noland

Title: Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

United States Patents:

RECORDED: 06/16/2022

TITLE	GRANTOR	PATENT NUMBER	REGISTRATION
			DATE
Ethanol processing facility	Central Indiana	9,677,036	June 13, 2017
capable of using a plurality	Ethanol, LLC		
of different feedstocks			
Ethanol processing facility	Central Indiana	9,670,444	June 6, 2017
capable of using a plurality	Ethanol, LLC		
of different feedstocks			

PATENT REEL: 060221 FRAME: 0839