# 508016506 07/18/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8063656

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRANSFER STATEMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
FULL CYCLE BIOPLASTICS EUROPEAN PARTNERS I, LLC	07/13/2023

## **RECEIVING PARTY DATA**

Name:	FULL CYCLE BIOPLASTICS EUROPEAN PARTNERS I, LLC		
Street Address:	437 MEADOWOOD DR		
City:	ASPEN		
State/Country:	COLORADO		
Postal Code:	81611		

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Patent Number:	11377672	
Patent Number:	10465214	

## **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.

**Phone:** 2022305292

Email: MAGGIE.NAYLOR@FAEGREDRINKER.COM

Correspondent Name: MARGARET NAYLOR

Address Line 1: 1500 K ST NW

Address Line 2: STE 1100

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	MARGARET NAYLOR	
SIGNATURE:	/Margaret Naylor/	
DATE SIGNED:	07/18/2023	

# **Total Attachments: 4**

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#### TRANSFER STATEMENT

This Transfer Statement is made as of June 21, 2023 (the "Effective Date") by FULL CYCLE BIOPLASTICS EUROPEAN PARTNERS I, LLC, a Colorado limited liability company with mailing address 437 Meadowood Dr, Aspen, Colorado 81611 ("Secured Party"), in connection with the disposition by public sale of the collateral described in Appendix A hereto (the "Collateral"). The Collateral includes all copyrights, all patents (including US Patents 11,377,672 and 10,465,214), and subject to exceptions set forth in Appendix A all trademarks of FULL CYCLE BIOPLASTICS, INC., a Delaware corporation with mailing address 115 Nicholson Lane, San Jose, California 95134 ("Debtor").

WHEREAS the Collateral was pledged by Debtor to secure the indebtedness of Debtor held by Secured Party pursuant to (A) that certain Amended and Restated Secured Convertible Promissory Note of Debtor dated May 11, 2022 (the "Note"), and (B) the Intellectual Property Security Agreement dated April 3, 2022 ("Security Agreement"), including unpaid principal of and interest on the Note in the aggregate amount of approximately \$4,050,000; and

WHEREAS Debtor has defaulted in connection with the obligations secured by the Collateral; and

WHEREAS Secured Party has exercised its post-default remedies with respect to the Collateral by, among other things, disposing of the Collateral by public auction (the "Auction") pursuant to Section 9-610 of the Uniform Commercial Code as enacted in the State of California ("UCC"); and

WHEREAS timely notice of the Auction was provided to Debtor and each other person specified in Section 9-611(c) of the UCC, in accordance with Sections 9-611 and 9-613 of the UCC; and

WHEREAS, by reason of such exercise of its post-default remedies in accordance with the Security Agreement and the UCC, Secured Party has acquired the rights of Debtor in the Collateral;

#### **NOW, THEREFORE**, Secured Party states as follows:

- 1. <u>Auction</u>. The Auction was conducted via Zoom on the Effective Date by Braun International in accordance with the applicable provisions of the UCC. At the Auction, Secured Party bid the entire outstanding amount of the obligations secured by the Collateral and purchased the Collateral in exchange for such consideration pursuant to Section 9-610(c) of the UCC.
- 2. <u>Transfer Statement</u>. This instrument constitutes a transfer statement with respect to the Collateral pursuant to Section 9-619 of the UCC.
- 3. <u>Warranties on Disposition</u>. In accordance with Section 9-610(d) of the UCC, the purchase of the Collateral by the Secured Party pursuant to the Auction includes the warranties relating to title, possession, quiet enjoyment, and the like which by operation of law accompany a voluntary disposition of property such as the Collateral.
- 4. Governing Law. This Transfer Statement and the purchase of the Collateral by Secured Party pursuant to the Auction are governed by, and shall be construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict-of-laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any

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**IN WITNESS WHEREOF,** Secured Party has duly executed and delivered this Transfer Statement as of the Effective Date.

#### **SECURED PARTY**

Full Cycle Bioplastics European Partners I, LLC

James Kosse Celler

Title: Member

Date: 07/13/2023

## NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

# ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Benjamin Philip Brownstein Notary Public (Insert name and title of the officer) Beller personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. BENJAMIN PHILIP BROWNSTEIN WITNESS my hand and official seal. Notary Public - California Los Angeles County Commission # 2425972 Ky Comm. Expires Nov 9, 2026 (Seal)

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#### **APPENDIX A**

## **COLLATERAL**

- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the USPTO or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, (collectively, the "Trademarks");
- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the USPTO or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Borrower has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Borrower therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto;

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provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the United States Bankruptcy Code (title 11, United States Code, as amended from time to time)) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Borrower shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Borrower in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

#### **EXHIBIT A**

## **PATENTS**

Invention	Application No./	Publication No./	Patent No./
	Application Date	Publication Date	Issue Date
Producing Resins from	16/666,961	US 2020-0270652 A1	11,377,672
Organic Waste Products	10/29/2019	08/27/2020	07/05/2022
Producing Resins from	14/947,873	US 2016-0145659 A1	10,465,214
Organic Waste Products	11/20/2015	05/26/2016	11/05/2019

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**RECORDED: 07/18/2023** 

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