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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CEREPLAST, INC.

- Individual(s), Partnership, Corporation - State: Nevada, Other

Citizenship (see guidelines) U.S. Incorporated in Nevada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 6, 2013

- Assignment, Security Agreement, Merger, Change of Name, Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: COMPASS HORIZON FUNDING COMPANY LLC

Street Address: 312 Farmington Avenue

City: Farmington

State: CT

Country: US Zip: 06032

- Individual(s), Association, Partnership, Limited Partnership, Corporation, Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85847247

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Horizon Technology Finance

Internal Address: Attn: Lucia Lamb

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut Zip: 06032

Phone Number: 860-264-9878

Docket Number:

Email Address: lucia@horizontechfinance.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.8(b)(6) & 3.41)

\$40

- Authorized to be charged to deposit account, Enclosed

8. Payment Information:

Deposit Account Number: H10N11 00000030 85847247

Authorized User Name: 40.00 OP

9. Signature:

Handwritten signature of Eric S. Darmefal

Signature

March 7, 2013

Date

Eric S. Darmefal, Senior Attorney

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

MKD 3-10-10 4-5-13 RC 103656328

Name of conveying party

CEREPLAST, INC.

ADDITIONAL NAME AND ADDRESS OF RECEIVING PARTY:

HORIZON CREDIT I LLC

312 Farmington Avenue  
Farmington, CT 06032  
USA

X Other LLC      Citizenship: Delaware

GRANT OF SECURITY INTEREST  
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 6, 2013, is executed by CEREPLAST, INC., a Nevada corporation with an address of 300 North Continental Blvd., Suite 100, El Segundo, California 90245 ("Debtor"), in favor of COMPASS HORIZON FUNDING COMPANY LLC ("CHF") and HORIZON CREDIT I LLC ("HCI"), each a Delaware limited liability company with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 (CHF and HCI, collectively, the "Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of December 21, 2010, as amended from time to time (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor previously granted Secured Party a security interest in certain of its trademarks and trademark applications pursuant to that certain Grant of Security Interest (trademarks) dated December 21, 2010 (the "Original Security Grant");

C. In addition to the trademarks and trademark applications listed in the Original Security Grant, Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the "Trademarks");

D. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that nothing contained herein shall affect the security interest granted to Secured Party pursuant to the Original Security Grant.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

CEREPLAST, INC.

By

Name: Frederic Scherer

Title: CEO

CEREPLAST, Inc.  
El Segundo, CA  
United States of America

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark Application</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>
Algaeplast	Cereplast, Inc.	85847247	2/12/13

CEREPLAST, Inc.  
El Segundo, CA  
United States of America