

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSC ENVIRONMENTAL PRODUCTS, LLC		03/11/2016	Limited Liability Company: DELAWARE
TERRA NOVO, LLC		03/11/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	M&T BANK
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4707632	LSC
Registration Number:	4707633	LSC
Registration Number:	4561120	ODOR-SHELL
Registration Number:	4561121	ODOR-SHELL COMPLAINT ELIMINATOR
Registration Number:	4561122	POSI-CLEAR
Registration Number:	4472421	POSI-CUBE
Registration Number:	4464015	POSI-CUBE SEED & SOIL GUARD
Registration Number:	2836601	EARTHBOUND
Registration Number:	2436693	EARTHGUARD
Registration Number:	2998872	SFM

CORRESPONDENCE DATA

Fax Number: 6077231530

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: 6077239511

Email: kgorgos@cglawoffices.com

Correspondent Name: Coughlin & Gerhart, LLP; Keith Gorgos

OP \$265.00 4707632

Address Line 1: 99 Corporate Drive
Address Line 4: Binghamton, NEW YORK 13904

ATTORNEY DOCKET NUMBER: 6010-1151

NAME OF SUBMITTER: Keith A. Gorgos, Esq.

SIGNATURE: /Keith A. Gorgos/

DATE SIGNED: 03/22/2016

Total Attachments: 34

source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page1.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page2.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page3.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page4.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page5.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page6.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page7.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page8.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page9.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page10.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page11.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page12.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page13.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page14.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page15.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page16.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page17.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page18.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page19.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page20.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page21.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page22.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page23.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page24.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page25.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page26.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page27.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page28.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page29.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page30.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page31.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page32.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page33.tif
source=2__Ex.A_SIGNED_IP Security Agmt & POA(with SCHEDULES)_ (811672)#page34.tif

TRADEMARK, PATENT, & INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK, PATENT, AND INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is hereby made this 11th day of March, 2016 by and between LSC ENVIRONMENTAL PRODUCTS, LLC, a Delaware limited liability company ("**Debtor**"), and TERRA NOVO, LLC, a Delaware limited liability company (the "**Company**")¹ (collectively, "**Grantors**") and M&T BANK, a New York banking corporation ("**Secured Party**"), in favor of Secured Party.

WITNESSETH

WHEREAS, an EQUITY PURCHASE AGREEMENT dated March 11th, 2016 ("**EPA**"), has been executed and entered into, by and among Debtor as "Buyer," of the one part, and of TERRA NOVO, INC., a California corporation ("**Parent**"), Scott Harrison (the "**Shareholder**") and Company, of the other part;

WHEREAS, prior to the execution of the EPA, (a) Parent had owned one hundred percent (100%) of the issued and outstanding membership interests (the "**Membership Interests**") of the Company, a wholly-owned subsidiary of Parent (all of the Membership Interests of the Company referred to herein as, "**Company Equity**"), and (b) the Shareholder had owned one hundred percent (100%) of the capital stock of Parent (all of the capital stock of Parent referred to herein as, "**Parent Stock**");

WHEREAS, prior to the EPA Closing (as defined in the EPA) and as more particularly described in the EPA: (1) the Company was formed; and (2) Parent contributed one hundred percent (100%) of its assets and liabilities to the Company in exchange for one hundred percent (100%) of the Company Equity;

WHEREAS, pursuant to said executed EPA, Parent sold to Debtor as Buyer, and Debtor as Buyer purchased, all of the Company Equity;

WHEREAS, Secured Party has extended a loan to Debtor pursuant to the terms and conditions of a certain promissory note dated the date hereof made by Debtor in favor of Secured Party wherein Debtor is borrowing from Secured Party the original principal amount of \$2,500,000.00 (as same may be amended, restated, supplemented, or modified from time to time, the "**Note**");

WHEREAS, Grantors have entered into certain General Security Agreement(s) in favor of Secured Party dated the date hereof (as the same may be amended, modified, supplemented, renewed, extended, or restated from time to time the "**Security Agreement**"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings as are prescribed by the Security Agreement, except as otherwise defined herein);

WHEREAS, pursuant to the terms of the Security Agreement and pursuant to this Agreement, Grantors have granted to Secured Party liens and security interests in certain assets and all general intangibles of Grantors, including, without limitation and among other things, all rights, title, and interest

¹ For the avoidance of doubt, the Parties acknowledge that the "Company" shall include all predecessors, including the Parent.

of Grantors in, to and under, arising out of, or associated with (including but not limited to contract rights, distribution rights, foreign rights, goodwill, licensing rights, proceeds and income, receivables, and the right to sue for past, present, and future infringement or dilution) all now owned or hereafter acquired or created copyrights, domain names, patents, trade secrets, servicemarks and trademarks (collectively “**Trademarks**”), all related licenses, together with the goodwill of the business symbolized by each of the same, and all products and proceeds thereof, to secure the performance of the Obligations of Debtor under the Note;

WHEREAS, Debtor is the registrant and/or owner of record of the copyrights and copyright applications listed on the attached **Schedule A**, patents and patent applications listed on the attached **Schedule B**, the Trademarks and Trademark applications listed on the attached **Schedule C**, and the domain names listed on the attached **Schedule D**;

WHEREAS, Company is the registrant and/or owner of record of the copyrights and copyright applications listed on the attached **Schedule E**, patents and patent applications listed on the attached **Schedule F**, the Trademarks and Trademarks applications listed on the attached **Schedule G**, and the domain names listed on the attached **Schedule H**;

WHEREAS, it is a condition to the advance of the principal amount of the Note by Secured Party that Grantors execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Note. The Note and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Note, Grantors hereby grant to Secured Party, and hereby reaffirms its grant pursuant to the Note and Security Agreement, a continuing security interest in all of Grantors’ rights, title, and interest in, to and under, arising out of, or associated with (including but not limited to contract rights, distribution rights, licensing rights, foreign rights, goodwill of the business, proceeds and income, receivables, and the right to sue for any claim by Grantors against third parties for past, present, and future infringement, dilution, breach of a license, or injury to the goodwill described below) the following, whether now owned or presently existing or hereafter created, acquired, or arising:
 - (i) all copyrights, copyright registrations, copyright applications, and copyright licenses, and all other corresponding rights, whether the same are domestic, international, or foreign, throughout the world, including, without limitation and not limited to, each registered copyright, copyright application, and copyright license referred to in **Schedule A** or **Schedule E**;

(ii) all patents, patent applications, patent licenses, and all other corresponding rights, whether the same are domestic, international, or foreign, throughout the world, including, without limitation and not limited to, each patent, patent application, and patent license referred to in **Schedule B** or **Schedule F** annexed hereto;

(iii) all Trademarks, Trademark applications, and Trademark licenses, names, brand names, company names, fictitious names, trade names, product names, slogans, and all designs related thereto whether the same are domestic, international, or foreign, throughout the world, including, without limitation and not limited to, each of the foregoing referred to in **Schedule C** or **Schedule G** annexed hereto, and all domain names, registered domain names, domain name registrations or licenses, websites and all designs related thereto, and all social media pages and accounts, throughout the world, including, without limitation and not limited to, each of the foregoing referred to in **Schedule D** or **Schedule H** annexed hereto, and all associated goodwill of the business connected with the use of and symbolized by the trademark or service mark or any of the foregoing, throughout the world;

(iv) all of the foregoing together with any and all continuations, continuations-in-part, divisions, extensions, modifications, provisionals, reissues, renewals, or substitutions thereof, as applicable;

(v) all trade secrets and inventions (whether patentable or not), and all algorithms, analyses, client and customer lists, codes, concepts, data, data collections, databases, designs, discoveries, drawings, formulas, ideas, invention disclosures, improvements, and information contained in submissions to, and information from, regulatory authorities, and know-how, laboratory records, methods, methodologies, modifications, patterns, plans, procedures, processes (including manufacturing processes, specifications and techniques), product rights, programs, proprietary information, prospect lists, prototypes, reports, research development, research plans, software (both source and object code), summaries, technical data, techniques, technology, tests, results, and other proprietary information, and all documentation relating to any of the foregoing;

(vi) the goodwill of the business connected with the use of and symbolized by any of the foregoing, and all moral and economic rights of authors and inventors, or any similar or equivalent rights to any of the foregoing or other intangible asset throughout the world; and

(vii) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future (a) infringement, dilution, or breach with respect to any copyright, trademark, servicemark, patent, or a related application or license; or (b) injury to the goodwill associated with any trademark, servicemark, or application for either of the same (the collateral listed in this Section 2, hereafter, the “**Collateral**”).

The liens and security interests contained in this Agreement are granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement(s).

Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the liens and security interests in the Collateral made and granted hereby are further set forth in the Note and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Covenants.

(a) Grantors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Secured Party.

(b) Grantors will not do any act, or omit to do any act, whereby the Collateral or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Grantors shall take appropriate action at its expense to halt the infringement of the Collateral.

4. Representations and Warranties. Grantors hereby represent and warrant that the registered copyrights and copyright applications referred to in **Schedule A** or **Schedule E**, the patents and patent applications and/or licenses referred to in **Schedule B** or **Schedule F**, the Trademarks, Trademark applications, and/or licenses referred to in **Schedule C** or **Schedule G**, and the registered domain names and domain name registrations and/or licenses referred to in **Schedule D** or **Schedule H** attached hereto constitute all of the same owned, registered, and/or licensed to **Grantors** as of the date of this Agreement.

5. Indemnification.

Grantors assume all responsibility and liability arising from the use of the Collateral, and Grantors hereby indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of Grantors' operations of their business from the use of the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantors shall execute and deliver to Secured Party, in the form of attached hereto, ten (10) originals of a Power of Attorney.

7. No Waiver. No course of dealing between Grantors or Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Note, Security Agreement, or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Note, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. No Modification Except in Writing. Except as provided in **Section 6**, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantors and Secured Party, all future holders of the Obligations and their respective successors and assigns, except that Grantors may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

12. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

13. Headings & Construction. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to the Agreement as a whole and not to a particular article, section, or other provision hereof, except as otherwise specified. The term “Section,” unless otherwise specified, refers to the specified Section of this Agreement. The term “including” (and with correlative meaning, “include”) means including without limiting the generality of any description preceding such term.

14. Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

15. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Note is terminated.

[Signature pages of Trademark, Patent, & Intellectual Property Security Agreement to follow]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

LSC ENVIRONMENTAL PRODUCTS, LLC

By: Karen P. Welch
Name: Karen Welch
Title: Chief Financial Officer

TERRA NOVO, LLC
By: LSC Environmental Products, LLC, Sole Member

By: Karen P. Welch
Name: Karen Welch
Title: Chief Financial Officer

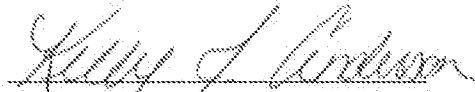
Agreed and accepted as of the date first written above:


M&T BANK, as Secured Party

By: Scott Weissmann
Name: Scott Weissmann
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF TIOGA)


On the 11th day of March, 2016, before me, the undersigned, personally appeared **Karen Welch** personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP. 12/13/20 

STATE OF NEW YORK)
) ss.:
COUNTY OF TIOGA)

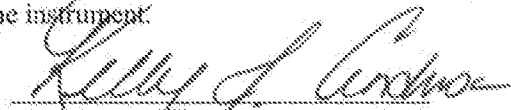
On the 11th day of March, 2016, before me, the undersigned, personally appeared **Karen Welch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP. 12/13/20 

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the 11th day of March, 2016, before me, the undersigned, personally appeared **SCOTT WEISSMANN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP. 12/13/20 

SCHEDULE A

[ATTACHED]

SCHEDULE B

[ATTACHED]

SCHEDULE C

[ATTACHED]

SCHEDULE D

[ATTACHED]

SCHEDULE E

[ATTACHED]

SCHEDULE F

[ATTACHED]

SCHEDULE G

[ATTACHED]

SCHEDULE H

[ATTACHED]

POWER OF ATTORNEY

LSC ENVIRONMENTAL PRODUCTS, LLC, a Delaware limited liability company (“**Debtor**”), and TERRA NOVO, LLC, a Delaware limited liability company (the “**Company**”²) (collectively, “**Grantors**”), hereby authorize M&T BANK, a New York banking corporation, its successors and assigns, and any officer or agent thereof (collectively, “**Grantee**”), pursuant to note(s) between Grantee and Debtor, including but not limited to a certain promissory note dated as of March 11th, 2016 made by Debtor in favor of Grantee wherein Debtor is borrowing from Grantee the original principal amount of \$2,500,000.00 (as it may hereafter be amended, modified, supplemented, renewed, extended, or restated from time to time, the “**Note**”), during the continuance of an Event of Default (as defined in the Note) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers, and instruments necessary for Grantee to enforce and effectuate its rights under that certain Trademark, Patent, and Intellectual Property Security Agreement between Grantors and Grantee dated as of March 11th, 2016 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “**Trademark, Patent, and Intellectual Property Security Agreement**”), including, without limitation, the power to record its interest in any now owned and hereafter acquired or created Collateral (as defined in the Trademark, Patent, and Intellectual Property Security Agreement) or additional collateral of Grantors in the United States Patent and Trademark Office or other appropriate state or federal governmental office including, without limitation, the power to execute on behalf of Grantors, a supplement to the Trademark, Patent, and Intellectual Property Security Agreement, to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to anyone else including, without limitation, the power to execute on behalf of Grantors, the Collateral, in each case subject to the terms of the Trademark, Patent, and Intellectual Property Security Agreement. Nothing herein contained shall obligate Grantee to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Note, General Security Agreement(s) in favor of Grantee dated as of March 11th, 2016 (as the same may be amended, modified, supplemented, renewed, extended, or restated from time to time the “**Security Agreement**”), and the Trademark, Patent, and Intellectual Property Security Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark, Patent, and Intellectual Property Security Agreement and the Note and Security Agreement.

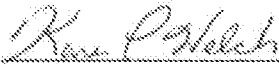
This Power of Attorney shall be irrevocable for the life of the Note, Security Agreement, and the Trademark, Patent, and Intellectual Property Security Agreement.

[Signature page for Power of Attorney to follow]

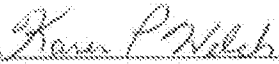
² For the avoidance of doubt, the Parties acknowledge that the “Company” shall include all predecessors, including the Parent.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

LSC ENVIRONMENTAL PRODUCTS, LLC

By: 
Name: Karen Welch
Title: Chief Financial Officer

TERRA NOVO, LLC
By: LSC Environmental Products, LLC, Sole Member

By: 
Name: Karen Welch
Title: Chief Financial Officer

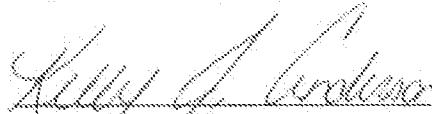
Agreed and accepted as of the date first written above:

M&T BANK, as Grantee

By: 
Name: Scott Weissmann
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF TIOGA)

On the 17th day of March, 2016, before me, the undersigned, personally appeared **Karen Welch** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF TIOGA)

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP 12/13/20 LL

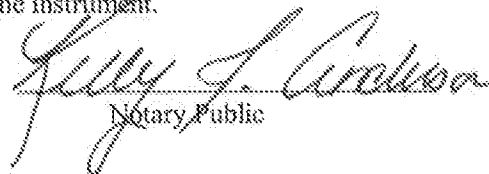
On the 17th day of March, 2016, before me, the undersigned, personally appeared **Karen Welch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP 12/13/20 LL

On the 17th day of March, 2016, before me, the undersigned, personally appeared **SCOTT WEISSMANN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KELLY J ANDERSON
NOTARY PUBLIC STATE OF NEW YORK
TIOGA COUNTY
LIC# 01AN6003218
COMM. EXP 12/13/20 LL

SCHEDULE A

**Registered Copyrights, Copyright Applications & Licenses
of Debtor LSC Environmental Products, LLC:**

None as of the Closing Date.

SCHEDULE B

<p align="center">Patents, Patent Applications & Licenses of Debtor LSC Environmental Products, LLC</p>				
<p align="center">Title --- <i>Associated Product</i></p>	<p align="center">Patent No. <u>Publication No.</u> Serial No. (Application No.)</p>	<p align="center">Issue Date <u>Pub. Date</u> Filing Date</p>	<p align="center">COUNTRY Status</p>	<p align="center">NOTES</p>
<p align="center">Synthetic Cover For Waste Piles ---</p>	<p align="center">5,161,915 (07/674,864)</p>	<p align="center">11/10/1992 03/25/1991</p>	<p align="center">US</p>	<p>*Claimed to the benefit of 08/203,948; 07/966,269; 07/ 992,073; 08/081,566; 08/384,584</p>
<p align="center">Synthetic Cover For Waste ---</p>	<p align="center">5,275,508 (07/966,269)</p>	<p align="center">01/04/1994 10/26/1992</p>	<p align="center">US</p>	<p>*Claims benefit of 07/674,864 above. *Claimed to the benefit of 08/203,948; 07/ 992,073; 08/ 081,566; 08/384,584</p>
<p align="center">High Efficiency Waste Placement System For Municipal Landfills ---</p>	<p align="center">5,265,979 (07/992,073)</p>	<p align="center">11/30/1993 12/17/1992</p>	<p align="center">US</p>	<p>*Claims benefit of (07/674,864) above, (07/966,269) above.</p>
<p align="center">Synthetic Cover For Waste Piles ---</p>	<p align="center">2,101,546 (2,101,546)</p>	<p align="center">09/23/1997 03/23/1992</p>	<p align="center">CANADA</p>	
<p align="center">Synthetic Cover For Waste ---</p>	<p align="center">5,385,429 (08/203,948)</p>	<p align="center">01/31/1995 02/28/1994</p>	<p align="center">US</p>	<p>*Claims benefit of (07/674,864) above, (07/966,269) above, (08/081,566) above. *Claimed to benefit of (08/384,584).</p>

Synthetic Bulk Material Cover And Method Of Using The Same ---	5,525,009 (08/384,584)	06/11/1996 01/23/1995	US	*Claims benefit of (07/674,864) above, (07/966,269) above, (08/081,566) above, (08/203,948) above.
Landfill Conduit Servicing Systems and Methods for Servicing Landfill Conduits ---	7,249,607 <u>2005-0236042</u> (10/830,676)	07/31/2007 <u>10/27/2005</u> 04/23/2004	US	
Bulk Material Cover Compositions and Methods for Applying --- Posi-Shell	7,544,243 <u>2008-0026158</u> (11/459,771)	06/09/2009 <u>01/31/2008</u> 07/25/2006	US Issued	
Bulk Material Cover Composition --- Posi-Shell	8,029,616 <u>2009-0226261</u> (12/467,083)	10/04/2011 <u>09/10/2009</u> 05/15/2009	US Issued	
Apparatus and Method For Gas and/or Liquid Exchange Between An Area Outside And An Area Inside A Bulk Material Pile ---	5,636,940 08/563,998	06/10/1997 11/29/1995	US	*Claimed to benefit of (08/864,600) below.
Apparatus and Method For Gas and/or Liquid Exchange Between An Area Outside And An Area Inside A Bulk Material Pile ---	5,924,821 (08/864,600)	07/20/1999 05/28/1997	US	*Claims benefit of (08/563,998) above.

Self Ignited Landfill Gas Vent Flare And Flarehead ---	5,957,681 (08/559,795)	09/28/1999 11/15/1995	US	
Sparking Device For Promoting Avoidance Of Short-Circuiting ---	5,984,668 (09/134,391)	11/16/1999 08/14/1998	US Issued	
Bulk Material Cover Compositions And Methods Of Applying --- <i>Posi Clear</i>	(61/482,488)	05/04/2011	US	*Claimed to benefit of PCT/US2012/036578 below.
Bulk Material Cover Compositions And Methods Of Applying ---	WO2012/151519 PCT/US2012/036578	11/08/2012 05/04/2012	PCT	*Claims benefit of (61/482,488) above. *Claimed to benefit of (14/115,169) below.
Bulk Material Cover Compositions And Methods Of Applying --- <i>Posi-Clear</i>	<u>2014-0154418</u> (14/115,169)	6/5/2014 11/01/2013	US Published	*Claims benefit of (61/482,488) above. * Claims benefit of PCT/US2012/036578 below.
Bulk Material Cover Compositions And Methods Of Applying --- <i>Posi-Shell Ultra</i>	8,946,324 <u>2012-0283361</u> (13/464,688)	02/3/2015 <u>11/08/2012</u> 05/04/2012	US Issued	*Claims benefit of (61/482,488) above. *Claimed to the benefit of (14/572,150) below.
Bulk Material Cover Compositions ---	9,193,629 (14/572,150)	11/24/2015 12/16/2014	US Issued	*Claims benefit of (61/482,488) above. *Is division of (13/464,688).
Odor-Control Bulk Material Cover	(61/751,526)	01/11/2013	US	*Claimed to benefit of PCT/US2014/010823, and 14/759,694.


Odor-Control Bulk Material Cover	PCT/US2014/010823	01/09/2014	PCT	*Claims benefit of 61/751,526. *Claimed to benefit of 14/759,694.
Odor-Control Bulk Material Cover ---	2014205422	01/09/2014	Australia Pending	Annuity --- Request Examination
Odor-Control Bulk Material Cover	2,898,558	01/09/2014	Canada Pending	Annuity --- Request Examination
Odor-Control Bulk Material Cover ---	14737992.9	01/09/2014	Europe Pending	Annuity ---
Odor-Control Bulk Material Cover ---	AWAITING FILING DETAILS	01/09/2014	Hong Kong Pending	Annuity
Odor-Control Bulk Material Cover ---	10-2015-7020728	01/09/2014	Korea Pending	Request Examination
Odor-Control Bulk Material Cover ---	(14/759,694)	7/8/2015	US Pending	Awaiting examination. *Claims benefit of 61/751,526, PCT/US2014/010823.
Hydroseeding Substrate And Methods Of Use --- Posi-Cube	(14/179,641)	02/13/2014	US Pending	Response to Office Action filed 12/11/2015; awaiting response from Examiner. *Claimed to benefit of (14/445,513), PCT/US 2015/14862 below.
Hydroseeding Substrate And Methods Of Use --- Posi-Cube with XRS Polymer	9,193,634 (14/445,513)	11/24/2015 7/29/2014	US Issued	*Claims benefit of (14/179,641) above. *Claimed to benefit of PCT/US 2015/14862 below.


Hydroseeding Substrate And Methods Of Use --- Posi-Cube	PCT/US2015/014 862	02/16/2015	PCT Pending	30 Mo. Nat'l Phase Entry. *Claims benefit of (14/179,641) above, (14/445,513) above.
Hydroseeding Substrate And Methods Of Use --- Posi-Cube	3017268 1550968	08/14/2015 02/06/2015	France Published	Annuity Due


SCHEDULE C




Trademarks, Trademark Applications & Licenses, Names, Brand Names, company Names, Fictitious Names, Trade Names, Product Names, Slogans, and Designs Related Thereto of Debtor LSC Environmental Products, LLC



MARK / Intangible	Reg. No. Serial No.	Registration Date Filing Date	COUNTRY Status	Notes
HYEX	2,864,450 76/507,598	07/20/2004 04/18/2003	US	
LSC	4,707,632 86/347,979	03/24/2015 07/25/2014	US Registered	
LSC	1266447 A0047818	01/23/2015 01/23/2015	Madrid Protocol designation. Registered	
LSC	A0047818	01/23/2015	Australia (Madrid Protocol designation). Pending	
LSC	A0047818	01/23/2015	China (Madrid Protocol designation). Pending	
LSC	A0047818	01/23/2015	Europe (Madrid Protocol designation). Pending	
LSC	A0047818	01/23/2015	Mexico (Madrid Protocol designation). Pending	
LSC	1,712,195	01/23/2015	Canada [Directly filed in country]. Pending	

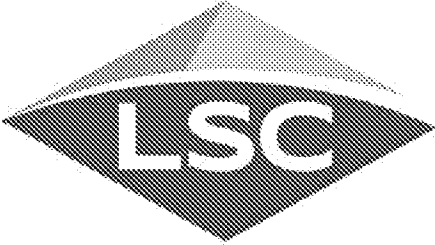
	4,707,633 86/347,985	03/24/2015 07/25/2014	US Registered	
ODOR-SHELL	4,561,120 85/874,897	07/01/2014 03/13/2013	US Registered	
ODOR-SHELL	1191531 A0038296	09/26/2013 09/26/2013	Madrid Protocol. Registered	
ODOR-SHELL	1191531 A0038296	09/26/2013 09/26/2013	Australia (Madrid Protocol designation). Registered	
ODOR-SHELL	1191531 A0038296	09/26/2013 09/26/2013	China (Madrid Protocol designation). Registered	
ODOR-SHELL	1191531 A0038296	09/26/2013 09/26/2013	Korea (Madrid Protocol designation). Registered	
ODOR-SHELL	A0038296	09/26/2013	Mexico (Madrid Protocol designation). Pending	
ODOR-SHELL	TMA911,558 1,645,309	08/18/2015 09/26/2013	Canada [Directly filed in country]. Registered	
ODOR-SHELL	2015-6406	02/20/2015	Ecuador [Directly filed in country]. Pending	

	4,561,121 85/874,911	7/1/2014 03/13/2013	US Registered	
POSI-CLEAR	4,561,122 85/874,918	7/1/2014 03/13/2013	US Registered	
POSI-CLEAR	1180411 A0038297	09/26/2013 09/26/2013	Madrid Protocol Registered	
POSI-CLEAR	1180411 1588842	09/26/2013 09/26/2013	Australia (Madrid Protocol designation). Registered	
POSI-CLEAR	1180411 1588842	09/26/2013 09/26/2013	China (Madrid Protocol designation). Registered	
POSI-CLEAR	1180411 1588842	09/26/2013 09/26/2013	European Union (Madrid Protocol designation). Registered	
POSI-CLEAR	1180411	09/26/2013	Mexico (Madrid Protocol designation). Registered	
POSI-CLEAR	1,645,310	09/26/2013	Canada [Directly filed in country]. Pending	
POSI-CUBE	4,472,421 85/842,389	01/21/2014 02/06/2013	US Registered	
POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	Madrid Protocol Registered	

POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	Australia (Madrid Protocol designation). Registered	
POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	China (Madrid Protocol designation). Registered	
POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	European Union (Madrid Protocol designation). Registered	
POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	Korea (Madrid Protocol designation). Registered	
POSI-CUBE	1179698 A0038294	09/26/2013 09/26/2013	Mexico (Madrid Protocol designation). Registered	
POSI-CUBE	TMA912815 1,645,304	09/01/2015 09/26/2013	Canada [Directly filed in Country]. Registered	
	4,464,015 85/842,397	01/07/2014 02/06/2013	US Registered	
POSI-PAK	1,857,417 74/407,922	10/11/1994 07/01/1993	US Registered	
POSI-SHELL	1,851,234 74/402,272	08/30/1994 06/16/1993	US Registered	
POSI-SHELL	1203987 1203987	05/26/2008 10/11/2007	Australia [Directly filed in Country]. Registered	

POSI-SHELL	539,330 1,021,734	01/08/2001	Canada Registered	
POSI-SHELL	3,896,441 77/964,528	12/28/2010 03/22/2010	US Registered	
POSI-SHELL	1038077	03/29/2010	Madrid Protocol Registered	
POSI-SHELL	1038077 1038077	03/29/2010 03/29/2010	European Union (Madrid Protocol designation). Registered	
POSI-SHELL	1038077 1038077	03/29/2010 03/29/2010	Korea (Madrid Protocol designation). Registered	
POSI-SHELL	TMA807,652 1,475,068	09/27/2011 03/30/2010	Canada [Directly filed in Country]. Registered	
POSI-SHELL	2015-6405	02/20/2015	Ecuador Pending	
	3,889,142 77/964,544	12/14/2010 03/22/2010	US Registered	
	1035527	03/29/2010	Madrid Protocol Registered	
	1035527	03/29/2010	China (Madrid Protocol designation). Pending	

	1035527 1035527	03/29/2010 03/29/2010	European Union (Madrid Protocol designation). Registered	
	TMA807,651 1,475,067	09/27/2011 03/30/2010	Canada [Directly filed in Country]. Registered	
SOLAR SPARK	2,827,449 76/507,639	03/30/2004 04/18/2003	US Registered	
SOLAR SPARK	1092575	08/05/2011	Madrid Protocol Registered	
SOLAR SPARK	1092575 1092575	04/05/2012 08/05/2011	Australia (Madrid Protocol designation). Registered	
SOLAR SPARK	1092575	08/04/2011	China (Madrid Protocol designation). Pending	
SOLAR SPARK	1092575 1092575	08/05/2011 08/05/2011	European Union (Madrid Protocol designation). Registered	
SOLAR SPARK	TMA851,214 1,540,336	05/21/2013 08/19/2011	Canada [Directly filed in Country]. Registered	
SOLAR SPARK	1322811 1201724	10/24/2012 08/09/2011	Mexico [Directly filed in Country]. Registered	
LSC Environmental Products, LLC			Unregistered	

 <p data-bbox="345 499 695 562">ENVIRONMENTAL PRODUCTS, LLC™</p>		Unregistered	
		Unregistered	

SCHEDULE D

Registered Domain Names, Websites, Social Media Pages/Accounts, & Licenses of Debtor LSC Environmental Products, LLC		
Domain Name, Website, or Social Media Page/Account	Registrar *** Registrar Account Holder / Social Media Account *** Registrant Contact *** Admin Contact *** Tech Contact	Website Host --- NOTES
landfill.com	NETWORK SOLUTIONS, LLC http://networksolutions.com *** LSC Environmental Products, LLC 2183 Pennsylvania Ave. Apalachin, NY 13760 Phone: +1.607.625.3050 Fax: +1.607.625.2689 *** PERFECT PRIVACY, LLC 12808 Gran Bay Parkway West, Jacksonville FL 32258 Phone: +1.570.708.8780 Email: <u>nv5ex4nt35e@networksolutions.com</u> <u>privateregistration.com</u> *** PERFECT PRIVACY, LLC [Same as above]. *** PERFECT PRIVACY, LLC [Same as above].	VIBRANT Attn: Christopher Quereau 293 Chestnut St Oneonta, NY 13820 Phone: 607.433.8837 Fax: 607.433.2384 www.VibrantCompany.com ---
posishell.com	PERFECT PRIVACY, LLC [Same as above]. *** PERFECT PRIVACY, LLC [Same as above].	

Domain Name, Website, or Social Media Page/Account	Registrar *** Registrar Account Holder / Social Media Account *** Registrant Contact *** Admin Contact *** Tech Contact	Website Host --- NOTES
landfill.net	GoDaddy.com, LLC http://www.Godaddy.com	
lscenv.com	***	
lscenv.net	Joy Westby <u>jwestby@lscenv.com</u>	
lscenvironmental.com	LSC Environmental Products, LLC 2183 Pennsylvania Ave. Apalachin, NY 13760 Phone: +1.607.625.3050 Fax: +1.607.625.2689	
lscenvironmental.net		VIBRANT Attn: Christopher Quereau 293 Chestnut St Oneonta, NY 13820 Phone: 607.433.8837 Fax: 607.433.2384 www.VibrantCompany.com
lscenvironmentalproducts.com	***	
lscenvironmentalproducts.net	Nancy Crane LSC Environmental Products, LLC 2183 Pennsylvania Ave, Apalachin, NY 13732 Phone: +1.607.625.2689 Email: <u>ncrane@lscenv.com</u>	
posicoatings.com		---
posicover.com		
posi-shell.net	***	
posi-shell.com	Nancy Crane LSC Environmental Products, LLC [Same as above].	
posishell.net	***	
solar-spark.com		
solar-spark.net	Nancy Crane LSC Environmental Products, LLC [Same as above].	

https://www.facebook.com/LSC-Environmental-Products-LLC-120753457945759/?fref=ts	Social Media Account / Page	
https://www.linkedin.com/company/lsc-environmental-products-llc	Social Media Account / Page	
https://www.youtube.com/channel/UCjo5SWGj38zMBFFp1KIW4oA	Social Media Account / Page	
https://plus.google.com/117322926210586365042	Social Media Account / Page	
https://twitter.com/LSCenv	Social Media Account / Page	

SCHEDULE E

**Registered Copyrights, Copyright Applications & Licenses
of Company Terra Novo, LLC***

*Including assets identified as being held by Terra Novo, Inc. prior to Terra Novo, Inc. contributing one hundred percent (100%) of its assets and liabilities to the Company / **Terra Novo, LLC.**

None as of the Closing Date.

SCHEDULE F

**Patents, Patent Applications & Licenses
of Company Terra Novo, LLC***

*Including assets identified as being held by Terra Novo, Inc. prior to Terra Novo, Inc. contributing one hundred percent (100%) of its assets and liabilities to the Company / **Terra Novo, LLC**.

Title --- Associated Product	Patent No. <u>Publication No.</u> Serial No. (Application No.)	Issue Date <u>Pub. Date</u> Filing Date	COUNTRY Status	NOTES
Soil Formulation for Resisting Erosion	6,562,882 (09/897,093)	5/13/2003 6/29/2001	US Issued	No outstanding security interests; assigned to Terra Novo, Inc. *Claimed to the benefit of (12/694,500) below, (10/971,654) below, (10/368,904) below, and (12/117,574) below.
Soil Formulation for Resisting Erosion	6,835,761 (10/368,904)	12/28/2004 2/18/2003	US Issued	*Assigned from Scott Harrison to Terra Novo, Inc. as recently recorded with USPTO on 2/23/2016 (Reel/ frame: 037799 / 0748). *Claims benefit of (09/897,093) above. *Claimed to the benefit of (10/971,654) below, (12/694,500) below, (12/117,574) below.

<p>Compositions and Methods for Resisting Soil Erosion and Fire Retardation</p>	<p>7,666,923 (12/117,574)</p>	<p>2/23/2010 5/8/2008</p>	<p>US Issued</p>	<p>*Assigned from Scott Harrison to Terra Novo, Inc. as recently recorded with USPTO on 2/23/2016 (Reel/ frame: 037799 / 0748).</p> <p>*Claims benefit of (10/368,904)above (09/897,093)above, and (10/971,654) below.</p> <p>*Claimed to the benefit of (12/694,500) below.</p>
<p>Compositions and Methods for Resisting Soil Erosion and Fire Retardation</p>	<p>7,407,993 (10/971,654)</p>	<p>8/5/2008 10/22/2004</p>	<p>US Issued</p>	<p>No outstanding security interests; assigned to Terra Novo, Inc.</p> <p>*Claims benefit of (09/897,093) above and (10/368,904) above.</p> <p>*Claimed to the benefit of (12/117,574) above, (12/694,500) below.</p>

SCHEDULE G

Trademarks, Trademark Applications & Licenses, Names, Brand Names, company Names, Fictitious Names, Trade Names, Product Names, Slogans, and Designs Related Thereto of Company Terra Novo, LLC*

*Including assets identified as being held by Terra Novo, Inc. prior to Terra Novo, Inc. contributing one hundred percent (100%) of its assets and liabilities to the Company / **Terra Novo, LLC.**

MARK / Intangible	Reg. No. Serial No.	Registration Date Filing Date	COUNTRY Status	Notes
EARTHBOUND	2836601 78/250517	4/27/2004 5/15/2003	US Registered	Outstanding Security Interest with ORGANIC EARTH INDUSTRIES, INC. recorded on 8/18/2012 at reel/frame 4803/0140.
EARTHGUARD	2436693 75/857142	3/20/2001 11/23/1999	US Registered	No outstanding security interests; Terra Novo, Inc. registrant.
SFM	2998872 78/169,517	9/20/2005 9/20/2002	US Registered	Trademark assignment by Scott Harrison to Terra Novo, Inc. was sent for recordation with the USPTO the week of February 29, 2016.
Vertex Fiber Reinforced Matrix			Unregistered	
Dustcap			Unregistered	
DustControl			Unregistered	
UltraTack			Unregistered	
Terra Novo, Inc.			Unregistered	
Terra Novo, LLC			Unregistered	

SCHEDULE H

**Registered Domain Names, Websites, Social Media Pages/Accounts, & Licenses
of Company Terra Novo, LLC***

*Including assets identified as being held by Terra Novo, Inc. prior to Terra Novo, Inc. contributing one hundred percent (100%) of its assets and liabilities to the Company / **Terra Novo, LLC.**

<p align="center">Domain Name, Website, or Social Media Page/Account</p>	<p align="center">Registrar *** Registrar Account Holder / Social Media Account *** Registrant Contact *** Admin Contact *** Tech Contact</p>	<p align="center">Website Host --- NOTES</p>
<p align="center">terrano.com</p>	<p align="center">Wild West Domains, LLC http://www.wildwestdomains.com</p> <p align="center">***</p> <p align="center">[Registrar Account Holder TBD]</p> <p align="center">***</p> <p align="center">Scott Harrison Terra Novo, Inc. P.O. Box 81916 Bakersfield, CA 93380 Phone: +1.661.322.2650 Email: support@lanprosystems.com</p> <p align="center">***</p> <p align="center">Scott Harrison Terra Novo, Inc. P.O. Box 81916 Bakersfield, CA 93380 Phone: +1.661.322.2650 Email: scott@terrano.com</p> <p align="center">***</p>	

	<p style="text-align: center;"> Scott Harrison Terra Novo, Inc. P.O. Box 81916 Bakersfield, CA 93380 Phone: +1.661.322.2650 Email: <u>scott@terranovo.com</u> </p>	
<p style="text-align: center;">earthguard.com</p>	<p style="text-align: center;"> Wild West Domains, LLC http://www.wildwestdomains.com </p> <p style="text-align: center;">***</p> <p style="text-align: center;">[Registrar Account Holder TBD]</p> <p style="text-align: center;">***</p> <p style="text-align: center;"> Scott Harrison Terra Novo, Inc. P.O. Box 81916 Bakersfield, CA 93380 Phone: +1.661.322.2650 Email: <u>scott@terranovo.com</u> </p> <p style="text-align: center;">***</p> <p style="text-align: center;"> Brian Williams Williams Collins Design & Development 2005 Eye Street, Studio 10 Bakersfield, CA 93301 Phone: +1.661.322.2650 Email: <u>brian@terranovo.com</u> </p> <p style="text-align: center;">***</p> <p style="text-align: center;"> Brian Williams Williams Collins Design & Development 2005 Eye Street, Studio 10 Bakersfield, CA 93301 Phone: +1.661.322.2650 Email: <u>bwilliams@williamscollins.com</u> </p>	

https://www.facebook.com/ TerraNovoInc/	Social Media Account / Page	
https://www.linkedin.com/ company/terra-novo-inc	Social Media Account / Page	
https://twitter.com/ terranovoinc	Social Media Account / Page	
https://plus.google.com/ +TerranovoInc	Social Media Account / Page	