

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monsanto Company		05/14/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Metabolix, Inc.
Street Address:	303 Third Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02110-2704
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	75445369	BIOPOL
Registration Number:	1375336	BIOPOL

CORRESPONDENCE DATA	
Fax Number:	(617)248-7100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-248-7364
Email:	tadmin@tht.com
Correspondent Name:	Heather Balmat
Address Line 1:	125 High Street
Address Line 2:	Testa, Hurwitz & Thibeault, LLP
Address Line 4:	Boston, MASSACHUSETTS 02110-2704

ATTORNEY DOCKET NUMBER:	MET-608 AND MET-609
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NAME OF SUBMITTER:	Heather E. Balmat
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 14th day of May, 2001, by and between Metabolix, Inc., a Delaware corporation having its principal place of business located at 303 Third Street, Cambridge, MA 02142 (hereinafter "Assignee") and Monsanto Company, a Delaware corporation having its principal place of business located at 800 North Lindbergh Boulevard, St. Louis, MO 63167 (hereinafter "Assignor").

WHEREAS, Assignor owns, has adopted, has used, is using or intends to use the marks identified on Schedule A attached hereto (the "Marks"), and owns the registrations and applications for registrations for the Marks set forth in Schedule A; and

WHEREAS, Assignor and Assignee are parties to the Transaction Documents (as defined in a certain Asset Purchase Agreement of even date herewith entered into by the parties hereto) which provides for, among other things, the assignment of the Marks, and the registrations and applications for registration therefor, from Assignor to Assignee, together with all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to said Marks, and all registrations and applications for registration of the Marks as set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks. For purposes of this Assignment, the parties agree that Assignee is the successor to that portion of Assignor's business to which the Marks pertain.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to said Marks, registrations and applications; and at any time, upon the reasonable request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Marks, registrations and applications in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, registrations, and applications, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

Notwithstanding the foregoing, Assignee shall prepare, execute and deliver any and all documents related to the recordation or legalization of any rights granted herein. And, as between the parties hereto, Assignee shall be solely obligated and responsible for any and all expenses associated with such recordation or legalization, including without limitation any preparation, execution and delivery expenses, and shall further be obligated and responsible for any expenses incurred in Assignee's efforts to obtain, establish or perfect ownership of right, title or interest in or to the Marks. Assignee agrees that it shall not record this Assignment in or with the United States Patent and Trademark Office or in or with any trademark office foreign to the country of the United States of America. The assignment on Schedule B attached hereto serves as an exemplary form of instrument for recording purposes.

SCHEDULE A to the TRADEMARK ASSIGNMENT

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>
BIOPOL (IC 001)	1,375,336	12/17/85	73/484,397	6/11/84
BIOPOL (IC 001)	1,843,987	7/12/94	74/037,993	3/13/90

U.S. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BIOPOL and Design (ITU)	75/445,369	3/5/98

Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>International Class</u>
BIOPOL	Australia	A460131	2/17/87	1
BIOPOL	Austria	118,694	1/27/88	1
BIOPOL	Benelux	427,852	2/13/87	1
BIOPOL	Benelux	542,956	12/13/93	2,10,16,17,20,21
BIOPOL	Canada	337,281	2/19/88	1
BIOPOL	Finland	134,731	11/21/94	1,2
BIOPOL	Finland	135,109	12/5/94	10,16,17,20,21
BIOPOL	France	1,243,891	8/26/83	1
BIOPOL	France	93/485,878	10/1/93	2,10,16,21
BIOPOL	Germany	2,105,600	3/2/99	20
BIOPOL	Germany	DD653043	5/3/93	1
BIOPOL	Germany	1,094,683	7/29/86	