

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Microbia, Inc.		09/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Microbia Precision Engineering, Inc.		
<b>Street Address:</b>	320 Bent Street		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02141		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3021621	PRECISION ENGINEERING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-7085		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Charles D. Larsen, Esq.		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2624		
<b>ATTORNEY DOCKET NUMBER:</b>	MICR-002		
<b>NAME OF SUBMITTER:</b>	Charles D. Larsen, Esq.		
<b>Signature:</b>	/c larsen/		
<b>Date:</b>	02/06/2007		

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Total Attachments: 4

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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of September 15, 2006 ("Assignment"), and is made from Microbia, Inc., a Delaware corporation with its principal place of business at 320 Bent Street, Cambridge, MA 02141 (the "Assignor") on the one hand, to Microbia Precision Engineering, Inc., a Delaware corporation with its principal place of business at 320 Bent Street, Cambridge, MA 02141 ("Assignee") on the other hand.

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks associated with its PE Business both within and outside the United States, including without limitation the marks set forth in the attached Schedule A and any marks that are the same or confusingly similar thereto, (collectively the "Marks"); and

WHEREAS, pursuant to the Contribution Agreement dated as of September 15, 2006, (the "Contribution Agreement") Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, said Marks and the goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor assigns to Assignee all rights, title, and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.
2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.
3. No Conflicting Uses. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.
4. Definitions. Unless otherwise defined herein, capitalized terms used in this

Assignment shall have the meanings given to them in the Contribution Agreement.

5. Governing Law. This Assignment will be governed by the laws of The Commonwealth of Massachusetts without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

MICROBIA, INC.

By: 

Name:

Title:

MICROBIA PRECISION ENGINEERING, INC.

By: 

Name: RICHARD B. BAILEY

Title: PRESIDENT & CEO

Notarial Certificates

MICROBIA, INC.

THE COMMONWEALTH OF MASSACHUSETTS

County of MIDDLESEX

This Assignment of Marks was executed before me on this 15<sup>th</sup> day of SEPTEMBER 2006, by PETER HECHT, the CEO of Microbia, Inc., a Delaware corporation, on behalf of said corporation. PETER HECHT, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.

Marian Rafferty  
Notary Public in and for  
The Commonwealth of Massachusetts

MARIAN RAFFERTY  
Printed or Typed Name of Notary

My Commission Expires 8/21/09

SCHEDULE A

Precision Engineering