

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLAZYME, INC.		10/21/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CONOPCO, INC.		
Street Address:	700 Sylvan Avenue		
City:	Englewood Cliffs		
State/Country:	NEW JERSEY		
Postal Code:	07632		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3628254	MARINE INFUSION	
CORRESPONDENCE DATA			
Fax Number:	2123101825		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	646 242 4810		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Michael J. Bales		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	39193324/05- 3628254		
NAME OF SUBMITTER:	Michael J. Bales		
Signature:	/mjb/		

Date:

11/15/2013

Total Attachments: 5

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DATED OCTOBER 21, 2013

Solazyme, Inc

and

Conopco, Inc

TRADE MARK ASSIGNMENT

TRADE MARK ASSIGNMENT

DATE: October 21, 2013

BETWEEN:

- (1) Solazyme, Inc., a company incorporated under the laws of Delaware, with whose registered office is at 225 Gateway Boulevard South San Francisco CA 94080 ("Assignor"); and
- (2) Conopco, Inc, a company incorporated under the laws of the State of New York with whose registered office is at 700 Sylvan Avenue, Englewood Cliffs NJ 07632, United States ("Assignee").

RECITALS:

- (A) The Assignor is the owner the Trade Mark (as defined in the attached schedule).
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 For good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the registered trade mark, service marks, trade names, logos, insignias, designs and other proprietary interests therein, set out in the schedule to this Agreement together with the goodwill attaching thereto and any common law rights therein (the "Trade Mark").
- 1.2 Such Trade Mark is to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trade Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trade Mark with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

2. FURTHER ASSURANCE

The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Mark; provided, that the Assignee acknowledges and agrees that Assignor shall have no obligation to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States. Assignee further acknowledges and agrees that it shall be responsible for any and all maintenance costs or fees relating to the Trade Mark.

3. ENTIRE AGREEMENT

- 3.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.

- 3.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 3.3 Nothing in this Agreement shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

4. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with US law and the parties hereto submit to the exclusive jurisdiction of the US courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

5. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

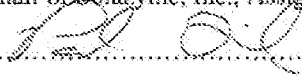
SCHEDULE

Registered Trade Mark

Trade Mark	Registration no.	Country	Proprietor	Classes
Marine Infusion	3628254	United States of America	Solazyme, Inc	IC 003, US 001 004 006 050 051 052, G & S: Algae-derived body and beauty care cosmetics

EXECUTED by the parties:

Signed for and on behalf of Solazyme, Inc., Assignor


Signature: 

Name: **PAUL QUINLAN**

Title: **General Counsel**

Date: *21 Oct 13*

Conopco, Inc., Assignee

Signature: 

Name: **John Brailey**

Title: **Duly Authorised**

Date: *8/11/2013*

