

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dow Global Technologies Inc.		11/30/2009	CORPORATION: DELAWARE
The Dow Chemical Company		11/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pfenex Inc.		
Street Address:	5501 Oberlin Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3628740	PFENEX EXPRESSION TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	8583502399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8583502300		
Email:	ASGARCIA@WSGR.COM		
Correspondent Name:	WILSON, SONSINI, GOODRICH & ROSATI		
Address Line 1:	650 PAGE MILL ROAD		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	38194-901.TM2003		
NAME OF SUBMITTER:	Ashley Garcia		
SIGNATURE:	/Ashley Garcia/		
DATE SIGNED:	04/07/2014		
Total Attachments: 20			
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TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (the “**Agreement**”) is effective as of the Effective Date and is by and between Dow Global Technologies Inc. and The Dow Chemical Company (hereinafter both are referred to as “**Dow**”), both Delaware corporations having their principal offices at either 2040 Dow Center, Midland, MI, 48674 USA or 2030 Dow Center, Midland, MI, 48674 USA and Pfenex Inc., a Delaware corporation (hereinafter “**Pfenex**”) having a principal place of business at 5501 Oberlin Drive, San Diego, CA, 92121.

RECITALS

WHEREAS, Dow owns the rights to certain intellectual property related to *Pseudomonas fluorescens* expression technology and made substantial patented and unpatented improvements to such technology, now generally known as “*Pfenex* Expression TechnologyTM” and as further defined below;

WHEREAS, Dow owns the rights to certain intellectual property related to virus like particles; and

WHEREAS, Pfenex desires to acquire and take assignment of such intellectual property related *Pseudomonas fluorescens* expression technology and virus-like particles.

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

[REDACTED]

1.02 Assets: “Assets” shall mean collectively the Assigned Patents, the Assigned Know How, and the Assigned Trademarks.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.05 Assigned Trademark: “Assigned Trademark” shall mean all Trademarks owned or used under license by Dow and used exclusively in the Business, including the Trademarks listed on Appendix B.

[REDACTED]

1.08 Effective Date: “Effective Date” shall mean November 30, 2009.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.10.04 Trademarks: “Trademarks” shall mean any and all rights in, arising out of, or associated with marks, including without limitation rights granted under the United States trademark law such as trademarks, service marks, logos, trade names, corporate names, and Internet domain names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs and addresses and general-use e-mail addresses, and all goodwill associated therewith throughout the world, whether protected, created or arising under the laws of the United States or any other jurisdiction.

[REDACTED]

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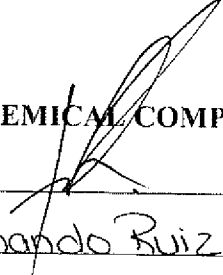
[REDACTED]

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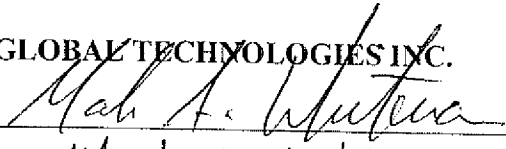
[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have understood, agreed to and caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the Effective Date.

THE DOW CHEMICAL COMPANY

By:  SA
K/ist
Name: Fernando Ruiz
Title: Corp Vice President & Treasurer

DOW GLOBAL TECHNOLOGIES INC.

By: 
Name: Mark A. Whiteman
Title: President

PFENEX INC.

By: _____
Name: _____
Title: _____

[Signature Page to Technology Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have understood, agreed to and caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: _____

Name: _____

Title: _____

DOW GLOBAL TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

PFENEX INC.

By:  _____

Name: Albert Hansen

Title: President

[Signature Page to Technology Assignment Agreement]

Appendix B

Assigned Trademarks

Country/ Registration No.	Mark	Class	Type	Registration date	Disclaimed
United States 3628740	PFENEX EXPRESSION TECHNOLOGY	IC 042.: Research and development of proteins for use in pharmaceutical products and licensing of intellectual property	Service Mark	May 26, 2009 Principal Register	"Expression Technology"
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