# OP \$165.00 3709123

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM322115

SUBMISSION TYPE:	NEW ASSIGNMENT
SUBINISSION I TPE:	INEM ASSIGNMENT

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KJSB MERGER SUB, INC.		10/31/2014	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	MASCOMA CORPORATION
Street Address:	610 LINCOLN STREET
Internal Address:	SUITE 100
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3709123	M MASCOMA
Registration Number:	3713434	MASCOMA
Registration Number:	4195617	MGT
Registration Number:	4269800	TRANSFERM
Serial Number:	77969557	MASCOMA
Serial Number:	85375908	MASCOMA

### **CORRESPONDENCE DATA**

Fax Number: 6175231231

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: 6175701000

Email: rcrawford@goodwinprocter.com

**Correspondent Name:** ROBERT M. CRAWFORD

Address Line 1: **53 STATE STREET** 

Address Line 2: **GOODWIN PROCTER LLP** 

Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	122957/174040
NAME OF SUBMITTER:	ROBERT M. CRAWFORD
SIGNATURE:	/ROBERT M. CRAWFORD/

DATE SIGNED:	11/04/2014
Total Attachments: 5	
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# TRADEMARK RELEASE

This Trademark Release (this "Agreement") is entered into as of October 31, 2014, by and between KJSB Merger Sub, Inc. ("Lender") and Mascoma Corporation ("Borrower").

## RECITALS

- A. Lender and Borrower entered into a Subordinated Convertible Promissory Note Purchase Agreement dated as of June 21, 2012 (as amended, modified, supplemented or restated, the "Loan Agreement").
- B. Under the Loan Agreement, and pursuant to that certain Grant of Security Interest dated as of June 21, 2012 and recorded with the United States Patent Office on August 3, 2012 at Reel/Frame 4835/0345 (the "Security Agreement"), Borrower granted Lender a security interest in certain Collateral (as defined in the Loan Agreement), including the trademarks and service mark rights listed on Exhibit A hereto (the "Trademarks").
- C. Borrower has satisfied its obligations under the Loan Agreement and the other financing documents executed in connection therewith, and the Security Agreement has been terminated, released and discharged as of the date hereof and shall be of no further force and effect hereafter.
- D. Borrower has requested that Lender release its security interest in the Trademarks.

# AGREEMENT

Now, Therefore, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Loan Agreement.
- 2. Release of Security Interest. Lender hereby irrevocably and forever terminates, releases and discharges any and all security interests in, to or under the Collateral granted by Borrower under the Loan Agreement and Security Agreement, including all security interests in the (i) Trademarks (including, without limitation, each trademark and service mark, and application and registration therefor, identified in Exhibit A attached hereto), and (ii) all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, any and all claims for damages by way of past, present and future infringements of any of the Trademarks, and any rights to sue for and collect such damages for said use or infringement of such Trademarks.

- 3. <u>Recordation</u>. Lender hereby authorizes and directs Borrower (or an agent thereof) to terminate the applicable UCC financing statement evidencing such release and to make any other applicable filings to document such release, including filings with the USPTO and foreign equivalents, if applicable.
- 4. <u>Condition</u>. This Agreement shall be deemed to be effective upon the execution and delivery of this Agreement by Lender and Borrower.
- 5. No Modification. Except as expressly set forth herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Loan Agreement. This Agreement is not a novation and the terms and conditions of this Agreement shall be in addition to and supplemental to all terms and conditions set forth in the Loan Agreement. In the event of any conflict or inconsistency between this Agreement and the terms of such documents, the terms of this Agreement shall be controlling, but such document shall not otherwise be affected or the rights therein impaired.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 7. <u>Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

Lender:

KJSB Merger Sub, Jnc,

Name: Charles D. Shapiro

Title: Vice President & Secretary

Borrower:

Mascoma Corporation

Name: Tour 94

Fitle: <u>PENDRAL BAWGEL P</u>ASST SECRETIVE Y

# Exhibit A

# Trademarks

Party	Description/Country	Registration/Application Date	Registration/Application No.
Mascoma Corp.	MASCOMA (Brazil) Class 040	9/9/2008	Reg. No. 828302375
Mascoma Corp.	MASCOMA (Canada)	4/18/2006	Appn. No. 1298108
Mascoma Corp.	MASCOMA (China) Class 040	10/7/2009	Reg. No. 5305299
Mascoma Corp.	MASCOMA (EC) Class 004, 040	6/27/2007	Reg. No. 005018841
Mascoma Corp.	MASCOMA (India) Class 040	11/1/2008	Reg. No. 1447390
Mascoma Corp.	MASCOMA (Japan) Class 040	11/24/2006	Reg. No. 5005823
Mascoma Corp.	MASCOMA (Mexico) Class 040	9/22/2006	Reg. No. 954163
Mascoma Corp.	MASCOMA (South Africa) Class 040	10/24/2005	Reg. No. 2006/08503
Mascoma Corp.	MASCOMA (US) Class 004	3/26/2010	Appn No. 77/969557
Mascoma Corp.	MASCOMA (US) Class 040	11/17/2009	Reg. No. 3713434
Mascoma Corp.	MASCOMA and Design (US) Class 004	7/20/2011	Appn No. 85/375908
Mascoma Corp.	MASCOMA and Design (US)	11/10/2009	Reg. No. 3709123
Mascoma Corp.	Class 040 MGT (US) Class 030	5/9/2011	Reg. No. 4195617
Mascoma Corp.	MGT (Brazil) Class 030	11/4/2011	Appln. No. 904223442
Mascoma Corp.	MGT (Canada)	11/4/2011	Appin. No. 1550777

Party	Description/Country	Registration/Application Date	Registration/Application No.
Mascoma Corp.	MGT (China)	11/9/2011	TBA
Mascoma Corp., Lallemand Specialties, Inc.	TRANSFERM (US) Class 030	3/20/2012	Reg. No. 4269800

TRADEMARK
REEL: 005393 FRAME: 0707

**RECORDED: 11/04/2014**