

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338771

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Solazyme, Inc. | | 04/01/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CESI Chemical, Inc. | | |
| Street Address: | 1004 South Plainsman Road | | |
| City: | Marlow | | |
| State/Country: | OKLAHOMA | | |
| Postal Code: | 73055 | | |
| Entity Type: | CORPORATION: OKLAHOMA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86390113 | FLOCAPSO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7135721001 | | |
| <i>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.</i> | | | |
| Phone: | 7135729769 | | |
| Email: | sharris@doherty-law.com | | |
| Correspondent Name: | SHIRLEY HARRIS | | |
| Address Line 1: | 1717 ST JAMES PLACE | | |
| Address Line 4: | HOUSTON, TEXAS 77056 | | |
| NAME OF SUBMITTER: | Shirley Harris | | |
| SIGNATURE: | /Shirley Harris/ | | |
| DATE SIGNED: | 04/20/2015 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 86390113

TRADE MARK ASSIGNMENT

Solazyme, Inc

and

CESI Chemical, Inc.

TRADE MARK ASSIGNMENT

EFFECTIVE DATE: April 1, 2015

BETWEEN:

- (1) Solazyme, Inc., with principal offices at 225 Gateway Boulevard South San Francisco, CA 94080 ("Assignor"); and
- (2) CESI Chemical, Inc., with principal offices at 10603 W. Sam Houston Pkwy N, Houston, TX 77064 ("Assignee")
(each of Assignor and Assignee may be individually referred to herein as a "party", or collectively as the "parties").

RECITALS:

- (A) The Assignor is the owner the Trade Mark (as defined in the attached schedule (the "Schedule")).
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Trade Mark Assignment (the "Agreement") and the Joint Product Development and Marketing Agreement entered into between Assignor and Assignee on March 31, 2015 (the "Marketing 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(s), service mark(s), trade name(s), logo(s), insignia(s), design(s) and other proprietary interests therein set out in the Schedule, 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, each in accordance with this Agreement and the Marketing Agreement and each to the end of the term or terms for which registration of the said Trade Mark may be granted or renewed.
- 1.3 Assignee agrees to hold harmless and indemnify Assignee against any all claims arising out of or related to any use of the Trade Mark.

2. ENTIRE AGREEMENT

- 2.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.
- 2.2 Assignee acknowledges and agrees that no representations were made that 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 Assignor in relation to the subject matter of this Agreement or otherwise.

3. GOVERNING LAW & JURISDICTION

The provisions of Section 8.5 (Governing Law; Arbitration; Jurisdiction) of the Marketing Agreement are hereby incorporated by reference into this Agreement.

4. 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. Facsimile or e-mail transmission of any signed original document and/or retransmission of any signed facsimile or e-mail transmission will be deemed the same as delivery of an original. At the request of a party to this Agreement, the parties will confirm facsimile or e-mail transmissions by signing a duplicate original document.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective the day and year first above written.

Solazyme, Inc.

By: 

Name: PAUL QUINLAN

Title: General Counsel

CESI Chemical, Inc.

By: 

Name: John Chisholm

Title: CEO



SCHEDULE

| Trade Mark | Serial no. | Country | Proprietor | Classes |
|------------|------------|--------------------------|----------------|---|
| FLOCAPSO | 86390113 | United States of America | Solazyme, Inc. | IC 004; US 001, 006, 015 G & S: ALL PURPOSE LUBRICANTS: INDUSTRIAL LUBRICANTS |