

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM393583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevance Renewable Sciences, Inc.		04/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cargill, Incorporated		
Street Address:	15407 McGinty Road West		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3220708	NATUREWAX	
Registration Number:	2776748	NATUREWAX	
CORRESPONDENCE DATA			
Fax Number:	9524046367		
<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:	952-742-7575		
Email:	trademark_docketing@cargill.com		
Correspondent Name:	Megan Eddy		
Address Line 1:	P.O. Box 5624		
Address Line 2:	Law Department - Mail Stop 24		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	NATUREWAX		
NAME OF SUBMITTER:	Megan L. Eddy		
SIGNATURE:	/Megan L. Eddy/		
DATE SIGNED:	08/03/2016		
Total Attachments: 4			
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AMENDED EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of April 15, 2016 (the "Effective Date"), by and between Elevance Renewable Sciences, Inc., a Delaware corporation ("Assignor") and Cargill, Incorporated, a Delaware corporation ("Assignee"). Each of Assignor and Assignee are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the APA (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as the Effective Date by and between Assignor and Assignee (the "APA"), Assignor has agreed to sell to the Assignee all of the Purchased Assets;

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to the Assignee all of the Assignor's respective rights, titles, and interests in, to the Trademarks and Domain Names set forth on Schedule I (collectively, "Assigned Trademarks and Domain Names").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements, and understandings contain herein and intending to be legally bound, the Parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), to the Trademarks and Domain Names set forth on Schedule I (the "Assigned Trademarks"), together with (i) any goodwill associated therewith, and (ii) the Assignor's interest in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Further Assurances. From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment, Assignor and its respective directors, officers, managers and members shall take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by any Assignee to effectuate the assignment, transfer and conveyance of the Assigned Trademarks (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office or any equivalent foreign agency or any domain name registrar). Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights, and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the applicable Assigned Trademarks. Assignor agrees to make any changes to the Assigned Domain Names registrar records, while they are still under Assignor's control, that may be requested by

Assignee for Assignee or its nominee to commence immediately in its business operations use of any of the Assigned Domain Names, including, without limitation, updating the owner, DNS and contact information associated with the Assigned Domain Names as reasonably directed by Assignee.

3. Miscellaneous.

(a) The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re execute the original form of this Assignment and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(c) The Parties acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

ASSIGNOR

ELEVANCE RENEWABLE SCIENCES, INC.

By: [Signature]

Name: Kyra E. Lowman

Title: CEO

ASSIGNEE

CARGILL, INCORPORATED

By: [Signature]

Name: Jeffrey Skelton

Title: VP & Sr. IP Counsel

Signature Page to Form Trademark Assignment

SCHEDULE I - ASSIGNED TRADEMARKS AND DOMAIN NAMES

TRADEMARKS							
Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Next Renewal
CTM (Europe)	NATUREWAX	4-Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting; vegetable-based wax for use in coating food products; vegetable-based wax for use in the manufacture of candles, cosmetics, waxed paper, waxed cardboard and other industrial wax uses.	350443	31-Oct-03	350443	19-May-06	21-Oct-23
United States	NATUREWAX	4- Vegetable-based wax for use in the manufacture of waxed paper and waxed cardboard	78643455	3-Jun-05	3220708	20-Mar-07	20-Mar-17
United States	NATUREWAX	4- Vegetable-based wax for use in the manufacture of candles	76975679	25-Oct-00	2776748	21-Oct-03	21-Oct-23

DOMAIN NAMES:

- naturewax.com
- naturewax.biz
- naturewax.info
- naturewax.net
- naturewax.org