

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TerraVia Holdings, Inc.		09/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Corbion Biotech, Inc.		
Street Address:	One Tower Place, Suite 600		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4773864	ENCAPSO	
Registration Number:	4786556	ENCAPSO	
CORRESPONDENCE DATA			
Fax Number:	4158823232		
<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:	415-882-3200		
Email:	tmparalegal@owe.com		
Correspondent Name:	John C. Baum		
Address Line 1:	Owen, Wickersham & Erickson, P.C.		
Address Line 2:	455 Market Street, Suite 1910		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	John C. Baum		
SIGNATURE:	/John C. Baum/		
DATE SIGNED:	07/17/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 28, 2017 (this "Assignment"), is made and entered into by and among TerraVia Holdings, Inc. (formally known as Solazyme, Inc.), a Delaware corporation and Solazyme Manufacturing 1 LLC, a Delaware limited liability company (each an "Assignor" and, collectively, the "Assignors"), and Corbion Biotech, Inc., a Delaware corporation ("Assignee"). The Assignors and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Stock and Asset Purchase Agreement (as defined herein).

WHEREAS, the Assignors conduct a business of manufacturing and selling certain food, nutrition and specialty ingredients utilizing microalgae-based innovation, including through the use of the trademarks, service marks, design marks, trade dress, logos, domain names, rights of publicity, trade names and corporate names (whether or not registered), including all registrations and applications for registration of the foregoing and all goodwill associated therewith Related to the Business, including but not limited to the trademarks and trademark applications set forth in Exhibit A hereto as of September 19, 2017 (the "Marks");

WHEREAS, the Assignors and Corbion N.V., a Netherlands company ("Buyer") have entered into that certain Stock and Asset Purchase Agreement dated as of August 1, 2017 pursuant to which the Assignors have agreed to assign substantially all of the properties and assets of the Sellers to Assignee (the "Stock and Asset Purchase Agreement");

WHEREAS, pursuant to Buyer's rights under Section 2.01 of the Stock and Asset Purchase Agreement, Buyer has assigned and transferred its rights to acquire all right, title and interest in and to the Marks to Assignee; and

WHEREAS, pursuant to the terms of the Stock and Asset Purchase Agreement, the Assignors desire to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. The Assignors hereby irrevocably convey, transfer, assign, and deliver unto Assignee, and Assignee hereby accepts, absolutely and forever, their entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee, as successor to the business or portion of the business of Assignor to which the Marks pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to (a) all income, royalties and payments now or hereafter due or payable with respect thereto, (b) apply for, make filings with respect to and maintain all registrations, applications and renewals thereof,

and (c) sue for and receive all damages accruing from past, present and future infringement, misappropriation or violation of the Marks and the right to fully and entirely stand in the place of Assignor in all matters related thereto, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. NO WARRANTIES. EXCEPT AS PROVIDED IN THE STOCK AND ASSET PURCHASE AGREEMENT, THE ASSIGNED MARKS ARE BEING ASSIGNED AND TRANSFERRED ON AN "AS IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITH RESPECT TO OWNERSHIP, VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

3. Further Assurances. The Assignors hereby agree, from and after the date hereof and without further consideration, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from the Assignors to Assignee. The Assignors hereby also agree to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

4. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, the Assignors shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) the unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Mark subsequently becomes assignable, the Assignor shall promptly take all necessary action to assign such Marks to Assignee, upon request thereof by Assignee.

5. Recordation. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

6. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to the Assignors with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignors, Assignee and their respective successors and permitted assigns.

8. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

9. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and 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.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

11. Entire Agreement. This Assignment, the other transaction documents contemplated by the Stock and Asset Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

12. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

13. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.


14. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]


IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNORS:

TERRAVIA HOLDINGS, INC.

By: 
Name: Paul Quintan
Title: General Counsel

SOLAZYME MANUFACTURING I, LLC

By: 
Name: Paul Quintan
Title: Secretary

ASSIGNEE:

CORBION BIOTECH, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNORS:

TERRAVIA HOLDINGS, INC.


By: _____
Name: _____
Title: _____

SOLAZYME MANUFACTURING I, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CORBION BIOTECH, INC.

By:  _____
Name: Timothy Rucker
Title: Chairman

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ENCAPSO	4,786,556	August 4, 2015
ENCAPSO & Design	4,773,864	July 14, 2015