

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550029

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Micromidas, Inc. | | 11/08/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PM Operating, Ltd. | | |
| Street Address: | 12211 Technology Blvd. | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78727 | | |
| Entity Type: | Limited Partnership: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87337425 | ORIGIN | |
| Serial Number: | 87355127 | ORIGIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2146614899 | | |
| <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: | 214.953.6500 | | |
| Email: | daltmdept@bakerbotts.com | | |
| Correspondent Name: | Cecily Porterfield, Baker Botts L.L.P. | | |
| Address Line 1: | 2001 Ross Avenue | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | Dallas, TEXAS 75201-2900 | | |
| ATTORNEY DOCKET NUMBER: | 004157.0610 | | |
| NAME OF SUBMITTER: | Cecily Porterfield | | |
| SIGNATURE: | /Cecily Porterfield/ | | |
| DATE SIGNED: | 11/19/2019 | | |
| Total Attachments: 14 | | | |
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| source=Micromidas and PM Oprating - Security Agreement (Nov 8 2019)#page3.tif | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of November 8, 2019, by MICROMIDAS, INC., a Delaware corporation (“*Grantor*”), in favor of PM OPERATING, LTD., a Texas limited partnership, as collateral agent (in such capacity, together with its successors in such capacity, the “*Collateral Agent*”), for the benefit of the Secured Parties (as defined below).

RECITALS

A. Pursuant to the terms of the Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Purchase Agreement*”), by and among Grantor, the Collateral Agent and the purchasers party thereto (each, a “*Purchaser*” and, collectively, the “*Purchasers*”), (i) the Purchasers have agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Senior Secured Convertible Promissory Notes of even date herewith, executed by Grantor in favor of each Purchaser (as amended, restated, supplemented or otherwise modified from time to time, each, a “*Note*” and, collectively, the “*Notes*”), such advances, future advances, and financial accommodations being referred to herein as the “*Loans*”, and (ii) the Purchasers appointed the Collateral Agent as their agent, for the ratable benefit of the Secured Parties, in connection with, among other this, this Agreement.

B. Pursuant to the terms of that certain Security and Pledge Agreement, dated as of the date hereof, by and between Grantor and the Collateral Agent (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein) a security interest in all of Grantor’s right, title and interest in, to or under certain of Grantor’s assets, as set forth in the Security Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

C. The Purchasers are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall execute and deliver this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security.** As collateral security for the full, prompt, complete and final payment and performance when due of all the Secured Obligations and in order to induce the Secured Parties to cause the Loans to be made, Grantor, pursuant to the Security Agreement, did and hereby does grant and pledge to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired: Subject to the non-exclusive Licenses listed on Schedule 3.13 of the Purchase Agreement previously granted by Grantor to Danone, Nestle and Pepsi, all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without

limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C, as applicable, attached hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include any Excluded Collateral.

2. Security Agreement. This security interest is granted in furtherance of, and not in limitation of, the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

3. Schedules. Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Governing Law. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws that would cause the application of laws of any other jurisdiction.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MICROMIDAS, INC.,
a Delaware corporation

By:  _____

Print Name: John Bissell

Title: CEO

[signatures continue on next page]

ACCEPTED AND ACKNOWLEDGED BY THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES:

PM OPERATING, LTD.,
as Collateral Agent

By: Anne M. Smalling
Name: Anne M Smalling
Title: CEO PMap LP LLC, its General Partner

SCHEDULE A
COPYRIGHTS

None.

SCHEDULE B**PATENTS**

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|----------------|--|---------------------------|-------------------|---------------|-------------------|
| US | PHA-PRODUCING BACTERIA | 13306920 | Nov 29, 2011 | Issued | May 13, 2014 |
| MY | PHA PRODUCING BACTERIA | PI2013001932 | Nov 29, 2011 | Pending | |
| US | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 14124240 | Jun 6, 2012 | Issued | Sep 8, 2015 |
| US | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 14805321 | Jul 21, 2015 | Issued | May 2, 2017 |
| US | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 15468728 | Mar 24, 2017 | Issued | Oct 9, 2018 |
| US | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 16132321 | Sep 14, 2018 | Pending | |
| BR | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | BR1120130317035 | Jun 6, 2012 | Issued | Apr 2, 2019 |
| CN | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION | 2012800282702 | Jun 6, 2012 | Issued | Aug 17, 2016 |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|--|--------------------|--------------|---------|--------------|
| | OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | | | | |
| IN | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 10322DELNP2013 | Jun 6, 2012 | Pending | |
| KR | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 1020137032648 | Jun 6, 2012 | Issued | Jan 19, 2018 |
| MX | UTILIZING A MULTIPHASE FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | MXA2013014337 | Jun 6, 2012 | Issued | Apr 5, 2017 |
| MY | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | PI2013004397 | Jun 6, 2012 | Pending | |
| TH | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | 1301007017 | Jun 6, 2012 | Pending | |
| MY | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | PI2017001852 | Dec 14, 2017 | Pending | |
| KR | UTILIZING A MULTIPHASE REACTOR FOR THE CONVERSION | 1020187001707 | Jan 18, 2018 | Issued | Nov 27, 2018 |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|--|--------------------|--------------|---------|--------------|
| | OF BIOMASS TO PRODUCE SUBSTITUTED FURANS | | | | |
| US | METHODS OF PRODUCING PARA-XYLENE AND TEREPHTHALIC ACID | 14345216 | Sep 14, 2012 | Issued | Feb 16, 2016 |
| US | METHODS OF PRODUCING PARA-XYLENE AND TEREPHTHALIC ACID | 14993833 | Jan 12, 2016 | Issued | Feb 13, 2018 |
| CN | METHODS OF PRODUCING PARA-XYLENE AND TEREPHTHALIC ACID | 2012800445485 | Sep 14, 2012 | Issued | Dec 29, 2017 |
| JP | METHODS OF PRODUCING PARA-XYLENE AND TEREPHTHALIC ACID | 2014530914 | Sep 14, 2012 | Issued | Nov 25, 2016 |
| US | POLYHYDROXYALKANOATE DERIVATIVES, PREPARATION AND USES THEREOF | 14404384 | May 31, 2013 | Issued | Jun 7, 2016 |
| US | POLYHYDROXYALKANOATE DERIVATIVES, PREPARATION AND USES THEREOF | 15154804 | May 13, 2016 | Issued | Jun 27, 2017 |
| MY | POLYHYDROXYALKANOATE DERIVATIVES, PREPARATION AND USES THEREOF | PI2014003330 | May 31, 2013 | Pending | |
| US | METHODS FOR PRODUCING 5-(HALOMETHYL) FURFURAL | 14438600 | Oct 25, 2013 | Issued | Jul 12, 2016 |
| AR | METHODS FOR PRODUCING 5-(HALOMETHYL) FURFURAL | P130103904 | Oct 25, 2013 | Pending | |
| CN | METHODS FOR PRODUCING 5- | 2013800561315 | Oct 25, 2013 | Issued | Apr 5, 2017 |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|--|--------------------|--------------|---------|--------------|
| | (HALOMETHYL) FURFURAL | | | | |
| US | METHODS OF PREPARING ALKYL FURANS | 14852134 | Sep 11, 2015 | Issued | Jan 31, 2017 |
| US | SOLID FORMS OF 5-(HALOMETHYL) FURFURAL AND METHODS FOR PREPARING THEREOF | 14852152 | Sep 11, 2015 | Issued | Aug 1, 2017 |
| BR | SOLID FORMS OF 5-(HALOMETHYL) FURFURAL AND METHODS FOR PREPARING THEREOF | BR1120150232183 | Mar 12, 2014 | Pending | |
| KR | SOLID FORMS OF 5-(HALOMETHYL) FURFURAL AND METHODS FOR PREPARING THEREOF | 1020157026160 | Mar 12, 2014 | Pending | |
| MX | SOLID FORMS OF 5-(HALOMETHYL) FURFURAL AND METHODS FOR PREPARING THEREOF | MXa2015011732 | Mar 12, 2014 | Pending | |
| MY | SOLID FORMS OF 5-(HALOMETHYL) FURFURAL AND METHODS FOR PREPARING THEREOF | PI2015002300 | Mar 12, 2014 | Pending | |
| US | METHODS OF PRODUCING PARAXYLENE AND TEREPHTHALIC ACID | 15003613 | Jan 21, 2016 | Issued | Nov 13, 2018 |
| US | METHODS OF PRODUCING PARAXYLENE AND TEREPHTHALIC ACID | 14428339 | Sep 13, 2013 | Issued | Aug 27, 2019 |
| EP | METHODS OF PRODUCING PARAXYLENE AND TEREPHTHALIC ACID | 137664447 | Sep 13, 2013 | Pending | |
| JP | METHODS OF PRODUCING | 2015532075 | Sep 13, 2013 | Issued | Mar 29, 2019 |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|---|--------------------|--------------|---------|--------------|
| | PARAXYLENE AND TEREPHTHALIC ACID | | | | |
| MX | METHODS OF PRODUCING PARAXYLENE AND TEREPHTHALIC ACID | MXA2015003313 | Sep 13, 2013 | Pending | |
| HK | METHODS OF PRODUCING PARAXYLENE AND TEREPHTHALIC ACID | 161006898 | Sep 13, 2013 | Pending | |
| US | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 14852306 | Sep 11, 2015 | Issued | Mar 7, 2017 |
| US | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 16052203 | Aug 1, 2018 | Pending | |
| US | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 15418385 | Jan 27, 2017 | Issued | Aug 21, 2018 |
| BR | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | BR1120150233139 | Mar 12, 2014 | Pending | |
| CN | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 2014800150079 | Mar 12, 2014 | Issued | Oct 26, 2018 |
| EP | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 147761373 | Mar 12, 2014 | Pending | |
| KR | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | 1020157026155 | Mar 12, 2014 | Pending | |
| MX | METHODS FOR PURIFYING 5- | MXA2015012878 | Mar 12, 2014 | Pending | |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|--|--------------------|--------------|---------|--------------|
| | (HALOMETHYL)FURFURAL | | | | |
| MY | METHODS FOR PURIFYING 5-(HALOMETHYL)FURFURAL | PI2015002298 | Mar 12, 2014 | Pending | |
| US | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | 15022882 | Sep 19, 2014 | Issued | Jul 3, 2018 |
| US | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | 16002537 | Jun 7, 2018 | Pending | |
| BR | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | 1120160059743 | Sep 19, 2014 | Pending | |
| CN | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | 201480060506 | Sep 19, 2014 | Pending | |
| MY | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | PI2016000502 | Sep 19, 2014 | Pending | |
| EP | METHODS FOR PRODUCING 5-(HALOMETHYL)FURFURAL | 148451768 | Sep 19, 2014 | Pending | |
| US | METHODS OF PRODUCING ALKYL FURANS | 14912052 | Aug 15, 2014 | Issued | Mar 6, 2018 |
| US | METHODS OF PRODUCING ALKYL FURANS | 15870691 | Jan 12, 2018 | Pending | |
| TW | METHODS OF PRODUCING ALKYL FURANS | 103128106 | Aug 15, 2014 | Pending | |
| US | DIAMINE COMPOUNDS, DINITRO COMPOUNDS | 15507009 | Feb 27, 2017 | Issued | Jul 30, 2019 |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|---|--------------------|--------------|---------|--------------|
| | AND OTHER COMPOUNDS, AND METHODS OF PRODUCING THEREOF AND USES RELATED THEREOF | | | | |
| TW | DIAMINE COMPOUNDS, DINITRO COMPOUNDS AND OTHER COMPOUNDS, AND METHODS OF PRODUCING THEREOF AND USES RELATED THEREOF | 104128431 | Aug 28, 2015 | Pending | |
| CN | DIAMINE COMPOUNDS, DINITRO COMPOUNDS AND OTHER COMPOUNDS, AND METHODS OF PRODUCING THEREOF AND USES RELATED THEREOF | 2015800553178 | Aug 27, 2015 | Pending | |
| US | METHODS OF PRODUCING COMPOUNDS FROM 5-(HALOMETHYL) FURFURAL | 15310728 | May 12, 2015 | Issued | Sep 10, 2019 |
| US | METHODS OF PRODUCING ALKYL FURANS | 15503681 | Feb 13, 2017 | Issued | Dec 12, 2017 |
| US | METHODS OF PRODUCING ALKYL FURANS | 15801235 | Nov 1, 2017 | Allowed | Sep 17, 2019 |
| CN | METHODS OF PRODUCING ALKYL FURANS | 2015800550381 | Aug 14, 2015 | Pending | |
| EP | METHODS OF PRODUCING ALKYL FURANS | 158322651 | Aug 14, 2015 | Pending | |

| COUNTRY | TITLE | APPLICATION NUMBER | DATE FILED | STATUS | GRANT DATE |
|---------|---|----------------------|--------------|---------|--------------|
| BR | METHODS OF PRODUCING ALKYL FURANS | BR1120170029898 | Aug 14, 2015 | Pending | |
| MY | METHODS OF PRODUCING ALKYL FURANS | PI2017000199 | Aug 14, 2015 | Pending | |
| TH | METHODS OF PRODUCING ALKYL FURANS | 1701000771 | Aug 14, 2015 | Pending | |
| US | ACTIVATED CARBON MATERIALS, AND METHODS OF PREPARING THEREOF AND USES THEREOF | 15566638 | Oct 13, 2017 | Pending | |
| CN | ACTIVATED CARBON MATERIALS, AND METHODS OF PREPARING | 2016800348746 | Dec 14, 2017 | Pending | |
| US | OXIDATION OF FURAN ALDEHYDES | 15760949 | Mar 16, 2018 | Issued | Aug 27, 2019 |
| CN | OXIDATION OF FURAN ALDEHYDES | 2016800630840 | Apr 27, 2018 | Pending | |
| US | POLYMERS AND METHODS OF PRODUCING THEREOF | 15760973 | Mar 16, 2018 | Pending | |
| CN | POLYMERS AND METHODS OF PRODUCING THEREOF | CN201686673420160916 | May 15, 2018 | Pending | |
| US | POLYMERS AND METHODS OF PRODUCING THEREOF (Provisional Application) | 16333870 | Mar 15, 2019 | Pending | |

SCHEDULE C
TRADEMARKS

| COUNTRY | MARK | REGISTRATION NO | DATE FILED | STATUS |
|---------------------------------|------------------------------------|------------------------|-------------------|-----------------------------|
| USA | ORIGIN Trademark US | 87337425 | Feb 15, 2017 | Pending |
| BRAZIL | ORIGIN Trademark Brazil | 850170200823 | Aug 17, 2017 | Partial Provisional Refusal |
| CANADA | ORIGIN Trademark Canada | 87337425 | Aug 14, 2017 | Pending |
| REPUBLIC OF SOUTH AFRICA | ORIGIN Trademark South Africa | 201723192 | Aug 14, 2017 | Pending |
| SPAIN/MADRID PROTOCOL | ORIGIN Trademark WIPO | 87337425 | Aug 11, 2017 | Registered |
| CHINA | ORIGIN Trademark China | IR1368988 | Aug 11, 2017 | Total Provisional Refusal |
| EUROPEAN UNION | ORIGIN Trademark EU | | Aug 11, 2017 | Registered |
| INDIA | ORIGIN Trademark India | IR1368988 | Aug 11, 2017 | Pending |
| JAPAN | ORIGIN Trademark Japan | IR1368988 | Aug 11, 2017 | Pending |
| MEXICO | ORIGIN Trademark Mexico | IR1368988 | Aug 11, 2017 | Total Provisional Refusal |
| PHILIPPINES | ORIGIN Trademark Philippines | IR1368988 | Aug 11, 2017 | Pending |
| REPUBLIC OF KOREA | ORIGIN Trademark Republic of Korea | IR1368988 | Aug 11, 2017 | Registered |
| USA | ORIGIN DESIGN Trademark US | 87355127 | Mar 1, 2017 | Pending |
| CANADA | ORIGIN Trademark & Design Canada | 87355127 | Aug 14, 2017 | Pending |