

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTREXON CORPORATION		01/02/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	EnviroFlight, LLC		
Street Address:	5601 N. MacArthur Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5156135	E	
Registration Number:	5156136	ENVIROFLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 2:	Suite 2000, c/o Sidley Austin		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	58905-30130		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/Lauren G. Grau/		
DATE SIGNED:	01/07/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of January 2, 2020, is made by Intrexon Corporation ("**Assignor**"), a Virginia corporation, located at 20374 Seneca Meadows Parkway, Germantown, MD 20876, in favor of EnviroFlight, LLC ("**Assignee**"), a Delaware limited liability company, located at 5601 N. MacArthur Blvd. Irving, TX 75038.

WHEREAS, under the terms of the Intellectual Property Transfer Agreement, dated as of January 2, 2020 (the "**IP Transfer Effective Date**"), by and between Assignor's subsidiary, Intrexon EF Holdings, Inc. ("**Seller**") and Assignee (the "**IP Transfer Agreement**"), Seller has sold, transferred, and delivered (and has caused its affiliates, including Assignor, to sell, transfer and deliver) to Assignee, among other assets, certain intellectual property of Seller and Assignor, and to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, transfers, and delivers to Assignee, and Assignee hereby purchases and acquires, all right, title, and interest in and to the following (the "**Assigned Trademarks**"):
 - (a) the trademark registrations and applications set forth in Schedule 1 hereto, along with any other corresponding registered or unregistered trademarks, service marks, trade names, corporate names, Internet domain names and other names and slogans, logos, common law trademarks and service marks, trade dress, and industrial designs, including all registrations and applications therefor throughout the world and all goodwill associated therewith;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Trademark Assignment.

3. Terms of the IP Transfer Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Transfer Agreement and the terms hereof, the terms of the IP Transfer Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Signature page follows

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Intrexon Corporation

By: 

Name: Donald P. Lehr

Title: Chief Legal Officer

Signature Page to Trademark Assignment Agreement

Accepted:

EnviroFlight, LLC

By: 

Name: Elizabeth Koutsos


Title: President

Signature Page to Trademark Assignment Agreement

TRADEMARK

REEL: 006832 FRAME: 0543

SCHEDULE 1
ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Reg. No.	Reg. Date	Jurisdiction	Owner
ENVIROFLIGHT	5156136	March 7, 2017	USA	Intrexon Corporation
	5156135	March 7, 2017	USA	Intrexon Corporation