

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM581696

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.		05/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmar Trading Pte. Ltd.		
Street Address:	56 Neil Road		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	088830		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3990924	ELEVANCE	
Registration Number:	4023519	ELEVANCE	
Registration Number:	4023520	ELEVANCE RENEWABLE SCIENCES	
Registration Number:	4928169	ELEVANCE CLEAN	
Registration Number:	4933107	ELEVANCE CONCERT	
Registration Number:	4941840	ELEVANCE ARIA	
Registration Number:	4978301	INHERENT	
Registration Number:	5003793		
Registration Number:	5129924	ELEVANCE UNIFY	
Registration Number:	5195472	ELEVANCE HFS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122241501		
Email:	mcadrot@wilcoxip.com		
Correspondent Name:	Mary A. Cadrot		
Address Line 1:	20 North Wacker Drive		
Address Line 2:	Suite 3500		

OP \$265.00 3990924

Address Line 4: Chicago, ILLINOIS 60606	
NAME OF SUBMITTER:	Mary A. Cadrot
SIGNATURE:	/Mary A. Cadrot/
DATE SIGNED:	06/17/2020
Total Attachments: 9 source=U.S.- Deed of Assignment (executed)#page1.tif source=U.S.- Deed of Assignment (executed)#page2.tif source=U.S.- Deed of Assignment (executed)#page3.tif source=U.S.- Deed of Assignment (executed)#page4.tif source=U.S.- Deed of Assignment (executed)#page5.tif source=U.S.- Deed of Assignment (executed)#page6.tif source=U.S.- Deed of Assignment (executed)#page7.tif source=U.S.- Deed of Assignment (executed)#page8.tif source=U.S.- Deed of Assignment (executed)#page9.tif	

This Deed of Assignment (the "**Assignment Deed**") dated as of 30 May 2020 (the "**Effective Date**") is made

Between:

1. Elavance Renewable Sciences, Inc., a Delaware corporation having its principal office at 2501 Davey Road, Woodridge Illinois 60517 (formerly at 175 E. Crossroads Parkway, Suite F, Bolingbrook, Illinois 60440, U.S.A.) ("**Assignor**"), and
2. Wilmar Trading Pte Ltd (Company Registration No. 198802023W), a company incorporated in Singapore and having its office at 56 Neil Road, Singapore 088830 ("**Assignee**"),

(collectively as "**Parties**" and individually as "**Party**").

Whereas:

- (A) Assignor is the proprietor of the registered trademarks ("**Trademarks**") as set out in Schedule A attached to this Assignment Deed.
- (B) KOG Investments Pte Ltd and the Assignor have entered into an asset purchase agreement on 29 May 2020 (the "**APA**") in relation to the sale and transfer of certain assets, including the Trademarks, by Assignor to Assignee (the "**Transaction**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the APA.
- (C) As part of the Transaction, Assignor is desirous of assigning the Trademarks to Assignee and Assignee has agreed to accept such assignment upon the terms and conditions set out in this Assignment Deed.

NOW, THEREFORE, in consideration of the covenants and agreements herein, the Parties agree as follows:

1. For good and valuable consideration, details of which are set out in Schedule A of this Assignment Deed, receipt of which Assignor hereby acknowledges, Assignor hereby assigns, sell and transfer, with effect from the Effective Date, to Assignee, all its legal and beneficial rights, title and interest

in and to the Trademarks, including without limitation, all statutory and common law rights, privileges and advantages attaching thereto together with any goodwill attaching to the Trademarks (including all devices, signs, and symbols where used as trademarks belonging to or used by them), to hold unto Assignee absolutely free and clear of any Encumbrance.

2. The assignment in this Assignment Deed shall include the right for Assignee to bring proceedings against any third party in respect of the Trademarks, including proceedings against any third party for infringement or for passing off in respect of the Trademarks, or for otherwise infringing the rights of Assignor in the Trademarks, whether before or after the Effective Date, and to retain any damages obtained as a result of such action. Assignor agrees and undertakes to provide to Assignee (at its request) all assistance Assignee may require with any proceedings that may be brought by or against Assignee against or by any third party in relation to the Trademarks.
3. In the event that the Assignor has any rights in, and to the Trademarks that cannot be assigned to the Assignee, the Assignor hereby grants to the Assignee an irrevocable, unconditional, exclusive, worldwide, royalty-free, fully paid license or sublicense to use such rights.
4. In the event that the Assignor has any rights in, and to the Trademarks that cannot be assigned, licensed or sublicensed to the Assignee, the Assignor hereby irrevocably, unconditionally and without any further compensation waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against the Assignee, its affiliates, distributors, customers, clients or others, whether now known or hereafter to become known, and agrees, at the request of the Assignee, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.
5. Assignor shall, and shall cause its Affiliates to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions, as may be reasonably required in connection with the transactions contemplated under this Assignment Deed or required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Deed.
6. Assignee shall have the right to transfer or assign all or any of its rights, obligations or benefits under this Assignment Deed to any of its Affiliates.

7. This Assignment Deed may be executed in any number of counterparts by any Party in separate counterparts, each of which when so executed and delivered shall constitute an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all the Parties. Each counterpart executed by one Party may be received by way of facsimile or email, followed by the original delivered to the other Parties.
8. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Clause 8):

Assignor

Name: Elevance Renewable Sciences, Inc.
Address: 2501 Davey Road, Woodridge Illinois 60517
Attention: Mr. Lloyd Chatfield
Email Address: lloyd.chatfield@elevance.com

Assignee

Name: Wilmar Trading Pte Ltd
Address: 56 Neil Road, Singapore 088830
Attention: Mr. Rahul Kale
Email Address: rahul@wilmar.com.sg and legal@wilmar.com.sg

9. No failure or delay by any Party in exercising any right, power or remedy under this Assignment Deed shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or remedy preclude any further or other exercise of any right, power or remedy. No waiver by any Party of any breach of this Assignment Deed shall be deemed to be a waiver of any subsequent or other breach.
10. If for any reason, any provision or part of this Assignment Deed is found to be void or unenforceable, such provision or part of this Assignment Deed shall be deemed to be severed from this Assignment Deed and the remaining provisions or part thereof this Assignment Deed, as the case may be, shall remain in full force and effect and may be enforced to the fullest extent possible.
11. In the event of any inconsistency between the statements in this Assignment Deed and the APA, the statements in the APA will control. Without limiting the foregoing, the procedures for indemnification and limitations on liability in Article VII of the APA shall apply to any claims made under this Assignment Deed.
12. Each Party shall bear its own legal costs in respect of the preparation and completion of this Assignment Deed.
13. This Assignment Deed is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Deed.
14. This Assignment Deed shall be governed by the laws of England and Wales. Any dispute, controversy or claim arising in any way out of or in connection with this Assignment Deed (including, without limitation: (a) any contractual, pre-contractual or non-contractual rights, obligations or liabilities; and (b) any issue as to the existence, validity or termination of this Assignment Deed) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of SIAC (the "Rules") for the time being in force, which Rules are deemed to be incorporated by reference in this Section. The arbitral tribunal shall consist of one (1) arbitrator. The appointment of such arbitrator shall be made, upon request of any Party, by the President of the Court of

Arbitration of SIAC in accordance with the Rules. The seat of arbitration shall be Singapore and the arbitration shall be conducted in the English language.




[SIGNATURE PAGE FOLLOWS AFTER SCHEDULE A]

Schedule A – List of Trademarks

Total Trademarks = 10

Consideration for each Trademark = USD 10.00 (Ten United States Dollars Only)

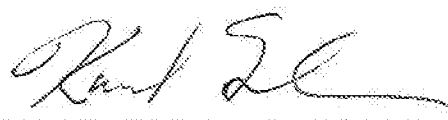
Total Consideration for 10 Trademarks = USD 100 (One Hundred United States Dollars Only)

S/N	Country	Trademark	Classes	Reg. No.
1.	USA	Elevance 	40, 42	3990924
2.	USA	ELEVANCE	40, 42	4023519
3.	USA	Elevance 	40, 42	4023520
4.	USA	ELEVANCE CLEAN	1	4928169
5.	USA	ELEVANCE CONCERT	1	4933107
6.	USA	ELEVANCE ARIA	4	4941840
7.	USA	INHERENT	1	4978301
8.	USA		1, 4	5003793
9.	USA	ELEVANCE UNIFY	1	5129924
10.	USA	ELEVANCE HPS	1	5195472

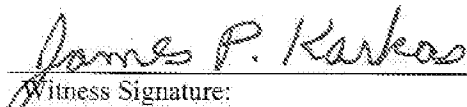
IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this assignment deed as a deed as of the date first written above.

Elevance Renewable Sciences, Inc.

acting by Karl Adam Schoene,
a director, in the presence of:

} 

Date: 30 May 2020


Witness Signature:

Witness Name: JAMES P. KARKAS

Witness Address: 4106 LEIGH AVE, S.J., CA 95124

Witness Occupation: LAW Firm Administrator

Witness Nationality: White / U.S.A.

[SIGNATURE PAGE TO THE DEED OF ASSIGNMENT]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo }

On May 30, 2020 before me, Maryann Kostjuk, Notary
Date Here Insert Name and Title of the Officer

personally appeared Karl Adam Schoene
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maryann Kostjuk
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____


Signer is Representing: _____

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this assignment deed as a deed as of the date first written above.

Wilmar Trading Pte Ltd
acting by Sng Miow Ching,
a director, in the presence of:



.....
Date: 30 May 2020



Witness Signature:

Witness Name: Elaine Chen Xizi

Witness Address: 9 Kreta Ayer Road Singapore 088985

Witness Occupation: Legal Counsel

Witness Nationality: Singapore Citizen

[SIGNATURE PAGE TO THE DEED OF ASSIGNMENT]