

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biotec Betaglucans AS		03/26/2021	Aksjeselskap: NORWAY
RECEIVING PARTY DATA			
Name:	Danstar Ferment AG		
Street Address:	Poststrasse 30		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6300		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5625048	M-GARD	
CORRESPONDENCE DATA			
Fax Number:	6173109177		
<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:	6174392177		
Email:	rsanft@nutter.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Nutter, McClennen & Fish, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	109072-1649		
DOMESTIC REPRESENTATIVE			
Name:	Patrick J. Concannon		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Patrick J. Concannon		
SIGNATURE:	/PJC/		

OP \$40.00 5625048

DATE SIGNED:

12/03/2021

Total Attachments: 9

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26 March 2021

Danstar Ferment AG (1)

- and -

Biotec Betaglucans AS (2)

**INTANGIBLE ASSETS SALE & PURCHASE
AND
INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT**


TRADEMARK
REEL: 007516 FRAME: 0734

THIS AGREEMENT is made on 26 March 2021,

BETWEEN:

- (1) **Biotec Betaglucans AS** incorporated and registered in Norway under registration number 996 327 191, whose registered address is Sykeshusvegen 23, 9019 Tromsø, Norway ("the Seller"); and
- (2) **Danstar Ferment AG** incorporated and registered in Switzerland under registration number CHE-101456.280, whose registered address is Postrasse 30, Zug, 6300 Switzerland (the "Buyer"),

Each a Party and together the Parties.

INTRODUCTION

- (A) Whereas on 31st December 2020, Buyer acquired from Arcticzymes Technology AS the entire share capital of the Seller for a cash consideration of NOK 70,000,000 (Seventy million Norwegian Kroner) (subject to customary closing accounts adjustments), in accordance with a Share Purchase Agreement dated 14th December 2020 (the "APA"). Seller and Buyer are members of the same corporate group under the control of Lallemand Inc. of 151 Skyway Avenue, Toronto, Ontario, M9W 4Z5 Canada.
- (B) Whereas the Seller is the owner of certain Intangible Assets (as herein defined) including certain intellectual property rights.
- (C) Whereas Seller has agreed to Sell and assign to the Buyer on the Effective Date the Intangible Assets, including all its intellectual property rights, on the terms set out in this Agreement.
- (D) Whereas Seller and Buyer have also on the Effective Date entered into a Royalty Agreement in respect of Soluble Beta Glucan (SBG) produced and sold by Seller for use as an adjuvant to vaccines.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1. In this Agreement and in the introduction to this Agreement, the following expressions shall have the meanings attributed to them below:

"Business Day"	means a day other than a Saturday, Sunday or public holiday in Norway when banks in Oslo are open for business;
"Customer List"	means the current customers of the Seller as listed in Schedule 1(a)
"Domain Names"	means the domain names listed in Schedule 2;
"Effective Date"	Means the 1 st March 2021
"Intangible Assets"	Means the Customer List and associated Customer contracts and goodwill, the Domain Names, Know How, the

Non-Compete, the Patents and the Trade Marks;

- "Know How" means data, information, inventions, formulae, production processes, methods, techniques and technologies, in each case whether or not patentable and in any format, whether oral, written, graphic, computerised or otherwise stored in any media and which is not in the public domain except through disclosure in breach of any obligation of confidentiality, including the know how Listed in Schedule 3;
- "Non- Compete" Shall have the same meaning as set out in clause 11.1 of the APA;
- "Patents" means the patents and the applications short particulars of which are set out in Schedule 4;
- "Taxation" means all forms of taxation and statutory, governmental, state, federal, provincial, local or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable; and any penalty, fine, surcharge, interest, charges or costs relating thereto; and
- "Trade Marks" means the registered trade marks short particulars of which are set out in Schedule 5.

1.2. In this Agreement:

- 1.2.1. clause headings are inserted for ease of reference only and do not affect construction;
- 1.2.2. words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing bodies corporate, corporations, unincorporated associations and partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof;
- 1.2.3. references to clauses and schedules are to the clauses of and schedules to this Agreement;
- 1.2.4. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
- 1.2.5. a reference to any party shall include that party's personal representatives, successors and permitted assigns;
- 1.2.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
- 1.2.7. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. SALE AND PURCHASE

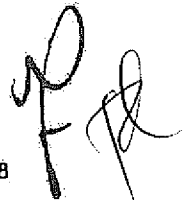
- 2.1. On the Effective Date and subject to the conditions set forth hereto, the Seller shall sell its interests in the Intangible Assets free of all encumbrances to the Buyer, and the Buyer shall purchase and acquire all rights and title to the Intangible Assets.
- 2.2. Buyer shall pay Seller consideration of NOK 64,800,000 (Sixty-four million and eight hundred thousand Norwegian Kroner) (the "Consideration").
- 2.3. The Consideration is to remain outstanding at the Effective Date by way of an inter-company loan account and shall constitute an unsecured debt of the Buyer which shall become payable to Seller within 364 days of the Effective Date. Interest shall be computed on Euribor 3 month rates plus 2%, accruing monthly.
- 2.4. Seller shall be solely responsible for settling any Taxation liability that may arise in relation to the receipt by Seller of the Consideration and shall indemnify and keep indemnified the Buyer from and against any such liabilities.

3. CUSTOMER CONTRACTS

- 3.1. With effect from the Effective Date the Buyer shall become entitled to the benefit of any contracts with the Customers. The Seller shall retain all receivables due from Customers on sales and deliveries made prior to the Effective Date as well as all associated liabilities. The Buyer undertakes to carry out and perform and complete all the obligations under the Customer contracts and any other obligations and liabilities to be assumed by the Buyer under this Agreement with effect from the Effective Time and shall indemnify and keep indemnified the Seller from and against all liabilities, actions, demands, claims, costs and expenses whatsoever which the Seller may at any time and in any way suffer or incur as a result of or in connection with the Sale of these Customer contracts to Buyer.
- 3.2. Seller shall directly retain the customers listed in Schedule 1 (b).

4. ASSIGNMENT

- 4.1. In consideration of the payment to the Seller by the Buyer of the Consideration, the Seller hereby irrevocably assigns to the Buyer absolutely with full title guarantee all its right, title and interest in:
 - 4.1.1. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents Schedule 4(a);
 - 4.1.2. an entitlement to a 50% ownership right in the co-owned Patents listed in Schedule 4(b);
 - 4.1.3. the right to apply for a patent in any and all countries in relation to any of the Patents for which an application has not been made; and
 - 4.1.4. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.



5. TRANSFER OF DOMAIN NAMES



- 5.1. The Seller shall promptly, following execution of this Agreement (and, in any event, in accordance with any time limits imposed by relevant domain name registries and registrars), complete all such formalities, including:
- 5.1.1. the provision of online domain name account details and passwords;
 - 5.1.2. the selection and completion of relevant change of registrant functions within such domain name accounts;
 - 5.1.3. the provision of email or other online notice or confirmation notifying the registrar of the domain name transfer; and
 - 5.1.4. the execution of all documents, papers, forms and authorisations,
- as are necessary to perfect the transfer of the Domain Names by registering them in the Buyer's name and, if requested by the Buyer, changing registrars.
- 5.2. The Seller shall promptly take whatever steps the Buyer reasonably requests to give the Buyer control of the Domain Names.
- 5.3. The Seller shall bear the costs arising from the transfer of ownership and control and recordal of the Domain Names.

6. FURTHER ASSURANCE

- 6.1. The Seller shall at its cost and to a reasonable extent, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Buyer reasonably requests, to vest in the Buyer the full benefit of the ownership rights, title and interest assigned and transferred to the Buyer under this Agreement, including:
- 6.1.1. registration of the Buyer as applicant or (as applicable) proprietor of the rights assigned under this Agreement; and
 - 6.1.2. assisting the Buyer in obtaining, defending and enforcing the rights assigned hereto, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the such rights. For the avoidance of doubt, other than its own costs related to its assistance, the Seller shall not be liable for any costs or expenses incurred by Buyer or any third-party claims arising from the rights assigned herein.
- 6.2. The Seller shall not whether directly or indirectly, (i) claim ownership of or contest the Buyer's ownership of the rights assigned herein, (ii) engage in any activity that may contest, dispute, dilute or otherwise impair the right, title, interest or goodwill of the assigned rights.

7. WAIVER

- 7.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT

- 8.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

9. VARIATION

- 9.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

- 10.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 10.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

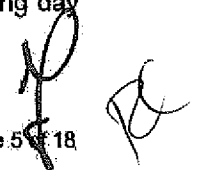
- 11.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 11.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

12. THIRD PARTY RIGHTS

No one other than a party to this Agreement, and permitted Buyers, shall have any right to enforce any of its terms.

13. NOTICES

- 13.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
 - 13.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office;

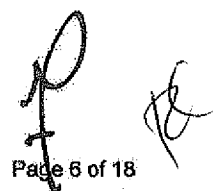


- 13.2. Any notice shall be deemed to have been received:
- 13.2.1. if delivered by hand, at the time the notice is left at the proper address;
 - 13.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- 13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Norway.
- 14.2. The Seller and the Buyer hereby irrevocably submit to the exclusive jurisdiction of the courts of Oslo, Norway in respect of any dispute or claim which arises in connection with this Agreement or its subject matter or formation (including any non-contractual disputes or claims).

This Agreement takes effect on the Effective Date.

Two handwritten signatures in black ink, one larger and more prominent than the other, located in the bottom right corner of the page.

Schedule 5 – The Trade Marks

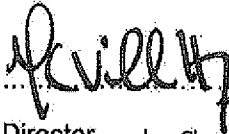
Country Code	App. No.	Reg. No.	Title	Case Status	Reg. Date	Local Classes
NO	201414082	201414082	Arctishield	14 Registered	11-03-2016	03, 05, 30, 31
NO	201414083	289063	M-Glucan	14 Registered	30-09-2016	03, 05, 30, 31
NO	201504705	282708	M-Gard	14 Registered	22-07-2015	05, 30, 31
EM	014175848	014175848	M-Glucan	14 Registered	26-08-2016	03, 05, 30, 31
CL	1156877	1237254	M-Glucan	14 Registered	20-02-2017	30, 31
EM	014651574	014651574	M-Gard	14 Registered	21-05-2016	05, 30, 31
CA	1749439	TMA999856	M-Gard	14 Registered	26-06-2018	03, 05, 30, 31
CL	1173576	1236518	M-Gard	14 Registered	09-02-2017	30, 31
US	87/237190	5625048	M-Gard	14 Registered	11-12-2018	05, 30

The Mark	Territory	Class of goods/services	Registration Number
SBG	EU	5	004899787
NSG	EU	5	004899803
BIOTEC PHARMACON Immunity for Life	NO	5	225133
Woulgan	NO	5, 10	259011
Woulgan	International registration (Madrid)	5, 10	1086434

EXECUTED in agreement by the parties on the date set out on the first page of this document

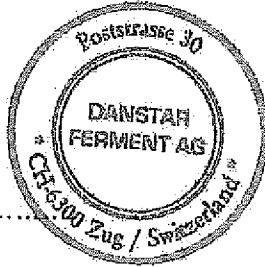
Signed for and on behalf of
Danstar Ferment AG

by



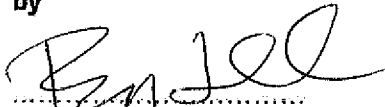
Director **Jean-Claude VILLETAZ**
Managing Director

Name



Signed for and on behalf of
Biotec Betaglucans AS

by



Director

Name **FRANCOIS LEBLANC**