

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pfenex Inc.		09/25/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pelican Technology Holdings, Inc.		
<b>Street Address:</b>	10790 Roselle Street		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87289412	ANTHRAFEND	
<b>Registration Number:</b>	3628740	PFENEX EXPRESSION TECHNOLOGY	
<b>Registration Number:</b>	6829010	PELICAN EXPRESSION TECHNOLOGY	
<b>Registration Number:</b>	6829011	PELICAN P. FLUORESCENS EXPRESSION TECHNO	
<b>Serial Number:</b>	90809723	PELICRM	
<b>Serial Number:</b>	90809725	PELICRM197	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>			
<b>Phone:</b>	3172361313		
<b>Email:</b>	rocky.cislak@btlaw.com		
<b>Correspondent Name:</b>	Francis P. Cislak		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	93870-100		
<b>NAME OF SUBMITTER:</b>	Francis P. Cislak		
<b>SIGNATURE:</b>	/fpcislak/		
<b>DATE SIGNED:</b>	10/09/2023		

OP \$165.00 87289412

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of July 25, 2023, by and between by and between Pfenex Inc., a Delaware corporation (the "Assignor"), and Pelican Technology Holdings, Inc., a Delaware corporation and direct wholly-owned subsidiary of the Assignor (the "Assignee"). The Assignor and the Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor and Assignee have entered into that certain Contribution, Assignment and Assumption Agreement dated as of July 25, 2023 (the "Contribution Agreement"); and

WHEREAS, pursuant to the terms of the Contribution Agreement, the Assignor agreed to, among other things, contribute, assign, transfer, convey and deliver to the Assignee all of Assignor's right, title, and interest in and to the Assigned Assets, including without limitation the Intellectual Property listed on Schedule A (collectively referred to as the "Assigned Intellectual Property").

NOW, THEREFORE, in consideration of the promises, covenants and representations set forth herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following term shall have the meanings set forth below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Contribution Agreement.

a. "Intellectual Property" means all (a) discoveries and inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications (either filed or in preparation for filing), patent disclosures and statutory invention registrations, together with reissues, divisions, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, trade names, corporate names, domain names and source identifiers, together with translations, adaptations, derivations and combinations thereof, and including goodwill associated therewith, and applications (either filed or in preparation for filing), registrations and renewals in connection therewith, and reissues, extensions and renewals of any of the foregoing, (c) copyrightable works, copyrights (whether or not registered) and applications (either filed or in preparation for filing), registrations and renewals in connection therewith, and reissues, extensions and renewals of any of the foregoing, (d) trade secrets and confidential and proprietary business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), whether or not patentable and whether or not reduced to practice, (e) other proprietary rights relating to any item described in the immediately preceding clauses (a) through (d), including remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions (including rights provided by

common law or by international treaties or conventions), and (f) copies and tangible embodiments of any item described in the immediately preceding clauses (a) through (d).

2. The Assignor hereby contributes, assigns, transfers, conveys and delivers to the Assignee, and its successors and assigns, and Assignee hereby accepts and acquires from Assignor and takes assignment and delivery of all of Assignor's right, title, and interest in and to the Assigned Intellectual Property, including all goodwill associated therewith, all copyrights included therein, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereto, and all rights to sue and recover remedies resulting from the past and future infringement thereof, whether accruing before, on or after the date hereof.

3. The Assignor shall execute and deliver any and all instruments and documents, including confirmatory assignments suitable for recording in the relevant international jurisdictions, and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer. Without limiting the foregoing, Assignor shall take all steps as may be reasonably necessary to effect assignment and transfer of any domain names included in the Assigned Intellectual Property in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names.

4. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits hereto, and all claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to be sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the laws of the State of Delaware, 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. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the District of Delaware, and in the absence of such federal jurisdiction, the Parties consent to be subject to the exclusive jurisdiction of the state courts located in Wilmington, Delaware, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the Parties (i) waives the defense of inconvenient forum, (ii) agrees not to commence any suit, action or other proceeding arising out of this Assignment or any transactions contemplated hereby other than in any such court, and (iii) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS ASSIGNMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

5. Whenever possible, each provision of this Assignment will be interpreted in such

manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Assignment may be executed in any number of counterparts (including by means of facsimile or email if in .pdf format), each of which shall be deemed an original instrument but all of which together shall together constitute one and the same agreement.

7. To the extent any term, condition, or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Contribution Agreement, the Contribution Agreement shall govern and control.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

**ASSIGNOR:**

PFENEX INC.

DocuSigned by:  
*Matthew Korenberg* \_\_\_\_\_  
3A4206EDE169402...

Name: Matthew Korenberg

Title: President

**ASSIGNEE:**

PELICAN TECHNOLOGY HOLDINGS, INC.

DocuSigned by:  
*Matthew Korenberg* \_\_\_\_\_  
3A4206EDE169402...

Name: Matthew Korenberg

Title: President

*[Signature Page to IP Assignment]*

Schedule A  
Assigned Intellectual Property

See attached.

**Trademarks**

DEADLINE	ACTION	COUNTRY	TRADEMARK	STATUS	CLASSES	APP NO	APP DATE	REG NO	REG DATE	USGR REF
21-Nov-29	Renewal	Canada	ANTHRAFEND	Registered	5	1844763	Jun 27 2017	1063907	Nov 21 2019	38194-TM2003
4-Jan-20	Statement of Use	United States	ANTHRAFEND	Pending	5	87289412	Jan 4 2017			38194-TM1007
26-May-29	Renewal	United States	PFENEX EXPRESSION	Registered	42	78472332	Aug 24 2004	3628740	May 26 2009	38194-TM1001
14-Oct-24	Renewal	European Union	PFENEX EXPRESSION TECHNOLOGY	Registered	1, 40, 42	4074647	Oct 14 2004	4074647	Jan 17 2006	38194-TM2001
29-Oct-24	Renewal	India	PFENEX EXPRESSION TECHNOLOGY	Registered		1318056	Oct 29 2004	1318056	Aug 6 2007	38194-TM2002
29-Jun-27	Renewal	European Union	ANTHRAFEND	Registered	5	016937385	Jun 29 2017	016937385	Dec 11 2017	38194-TM2005
8-Sep-27	Renewal	Japan	ANTHRAFEND	Registered	5	201786848	Jun 27 2017	5978515	Sep 8 2017	38194-TM2006
27-Jun-28	Renewal	China	ANTHRAFEND	Registered	5	25083071	Jun 30 2017	25083071	June 28 2018	38194-TM2004
23-Aug-28	Decl of Use	US	PELICAN EXPRESSION TECHNOLOGY	Registered	42, 45	90562869	5-Mar-21	6829010	8/23/2022	38194-TM1015
23-Aug-28	Decl of Use	US	PELICAN EXPRESSION TECHNOLOGY	Registered	42, 45	90562873	5-Mar-21	6829011	8/23/2022	38194-TM1016
21-Dec-31	Renewal	JP	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	42, 45	202169909	7-Jun-21	6489607	12/21/2021	38194-TM10133
21-Dec-31	Renewal	JP	PELICAN EXPRESSION TECHNOLOGY	Registered	42, 45	202169911	7-Jun-21	6489608	12/21/2021	38194-TM10134
21-Dec-31	Renewal	JP	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	42, 45	202169911	7-Jun-21	6489608	12/21/2021	38194-TM10134
		Switzerland	PELICAN EXPRESSION TECHNOLOGY	Pending	42, 45	88842021	4-Jun-21			38194-TM10135
		Switzerland	PELICAN EXPRESSION TECHNOLOGY	Pending	42, 45	88902021	4-Jun-21			38194-TM10136
6-Jan-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	42	56820557	10-Jun-21	56820557	1/7/2022	38194-TM2025
6-Jan-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY	Registered	45	56820550	10-Jun-21	56820550	1/7/2022	38194-TM2026
6-Mar-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY	Registered	5	56846898	10-Jun-21	56846898	1/7/2022	38194-TM2039
6-Jan-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY	Registered	42	56846914	10-Jun-21	56846914	3/7/2022	38194-TM2027
6-Jan-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	45	56820564	10-Jun-21	56820564	1/7/2022	38194-TM2028
6-Jan-32	Renewal	China	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	5	56850587	10-Jun-21	56850587	1/7/2022	38194-TM2040
14-Nov-23	Cooling off period ends	EU TM	PELICAN EXPRESSION TECHNOLOGY	Pending	42, 45	18495167	17-Jun-21			38194-TM2029
14-Nov-23	Cooling off period ends	EU TM	PELICAN EXPRESSION TECHNOLOGY	Pending	42, 45	18495167	17-Jun-21			38194-TM2030
		India	PELICAN EXPRESSION TECHNOLOGY Logo	Pending	42, 45	4998091	8-Jun-21			38194-TM2031
		India	PELICAN EXPRESSION TECHNOLOGY	Pending	42, 45	4998092	8-Jun-21			38194-TM2032



4-Jun-31	Renewal due	UK	PELICAN EXPRESSION TECHNOLOGY	Registered	42.45	UK00003651286	4-Jun-21	UK00003651286	11/19/2021	38194-TM2037
4-Jun-31	Renewal due	UK	PELICAN EXPRESSION TECHNOLOGY Logo	Registered	42.45	UK00003651282	4-Jun-21	UK00003651282	11/19/2021	38194-TM2038
14-Oct-24	Renewal due	UK	PFENEX EXPRESSION TECHNOLOGY	Registered	1,40.42	UK00904074647	14-Oct-04	UK00904074647	11/17/2006	38194-TM2001
7-Mar-29	6yr declaration	US	PelCRM	Statement of use accepted	1.5	90809723	2-Jul-21			57308-343262
7-Mar-29	6yr declaration	US	PelCRM197 logo	Statement of use accepted	1.5	90809725	2-Jul-21			57308-343263
12-Jun-31	Renewal	UK	PelCRM	Registered	1.5	3729412	2-Jul-21	3729412	3/11/2022	57308-349914
12-Jun-31	Renewal	UK	PelCRM197 logo	Registered	1.5	3729434	2-Jul-21	3729434	3/11/2022	57308-349922
12-Jun-31	Renewal	EU	PelCRM	Registered	1.5	18616759	6-Dec-21	18616759	4/19/2022	57308-349913
12-Jun-31	Renewal	EU	PelCRM197 logo	Registered	1.5	18616315	6-Dec-21	18616315	4/29/2022	57308-349921
9-Dec-31	Renewal	India	PelCRM	Registered	1.5	5240636	9-Dec-21	5240636	6/18/2022	57308-349915
9-Dec-31	Renewal	India	PelCRM197 logo	Registered	1.5	5240637	9-Dec-21	5240637	6/18/2022	57308-349923
6-Dec-31	Renewal	AU	PelCRM	Registered	1.5	2233926	6-Dec-21	2233926	2/15/2022	57308-349909
6-Dec-31	Renewal	AU	PelCRM197 logo	Registered	1.5	2233927	6-Dec-21	2233927	2/15/2022	57308-349917
		Canada	PelCRM	Filed	1.5	2151741	6-Dec-21			57308-349910
		Canada	PelCRM197 logo	Filed	1.5	2151742	6-Dec-21			57308-349918
16-May-32	Renewal	JP	PelCRM	Registered	1.5	2021-151619	6-Dec-21	6556722	5/16/2022	57308-349916
16-May-32	Renewal	JP	PelCRM197 logo	Registered	1.5	2021-151620	6-Dec-21	6556723	5/16/2022	57308-349924
6-May-33	Renewal	CN	PelI	Registered	1	67092259	8-Sep-22	67092259	5/7/2023	57308-372422
13-Apr-33	Renewal	CN	PelI	Registered	5	67101945	8-Sep-22	67101945	4/13/2023	57308-372423

TRADEMARK

REEL: 008222 FRAME: 0155

RECORDED: 10/09/2023