

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amyris, Inc.		01/09/2024	Corporation: DELAWARE
Amyris Clean Beauty, Inc.		01/09/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Windsong Global, LLC		
Street Address:	15 Riverside Avenue		
Internal Address:	First Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90784559	JVN	
Registration Number:	7214022	JVN	
CORRESPONDENCE DATA			
Fax Number:	2034546998		
<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>			
Email:	tsoinger@windsongglobal.com		
Correspondent Name:	Tracy Soinger		
Address Line 1:	Windsong Global, LLC		
Address Line 2:	15 Riverside Avenue, First Floor		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Tracy Soinger		
SIGNATURE:	/tsoinger/		
DATE SIGNED:	01/25/2024		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of January 9, 2024 (this "Agreement"), is made by AMYRIS, INC. and AMYRIS CLEAN BEAUTY, INC. (together, "Assignor"), each a debtor and debtor-in-possession in Case No. 23-11131 (TMH) (Jointly Administered) in the United States Bankruptcy Court for the District of Delaware, in favor of WINDSONG GLOBAL, LLC ("Assignee").

BACKGROUND

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 9, 2023 (as amended from time to time, the "Purchase Agreement"), pursuant to which the Assignor has agreed, among other things, to assign and transfer to Assignee certain trademarks and related intellectual property ("Assigned Intellectual Property").

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee such Assigned Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, the parties do hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, its successors and assigns, without reservation, all of Assignor's rights, title and interests in and to: (a) the trademark registrations and trademark applications of Assignor set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof and all goodwill therein; (b) the domain names of Assignor set forth on Schedule 2 hereto; (c) 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; and (d) 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.

2. 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 Agreement upon request by Assignee. Assignor hereby agrees to execute and deliver all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to effect, evidence or perfect the assignments set forth in this Agreement to Assignee, or any assignee or successor thereto, including, without limitation, the execution and delivery of any reasonably necessary documentation and the provision of reasonable cooperation, and the execution of any further documentation and/or Power of Attorney forms to enable the assignments to be recorded at the various Trade Mark Offices.

3. Assignor shall use commercially reasonable efforts to execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment; provided that, as between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Assigned Intellectual Property (including, without limitation, with any applicable governmental authorities or Internet domain registrars), and for any and all costs, expenses and fees associated therewith.

4. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of law principles thereof.

6. This Agreement shall be binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity with them.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

AMYRIS, INC.

By: 
A144E0E73B6E45A
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer
and Chief Financial Officer

AMYRIS CLEAN BEAUTY, INC.

By: 
A144E0E73B6E45A
Name: Han Kieftenbeld
Title: Chief Financial Officer

ASSIGNEE:

WINDSONG GLOBAL, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

AMYRIS, INC.

By: _____
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer
and Chief Financial Officer

AMYRIS CLEAN BEAUTY, INC.

By: _____
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer
and Chief Financial Officer

ASSIGNEE:

WINDSONG GLOBAL, LLC

By: *Amber A. Tamir*
Name: *AMBER A. TAMIR*
Title: *CEO, WINDSONG GLOBAL*

Schedule 1 To Intellectual Property Assignment Agreement

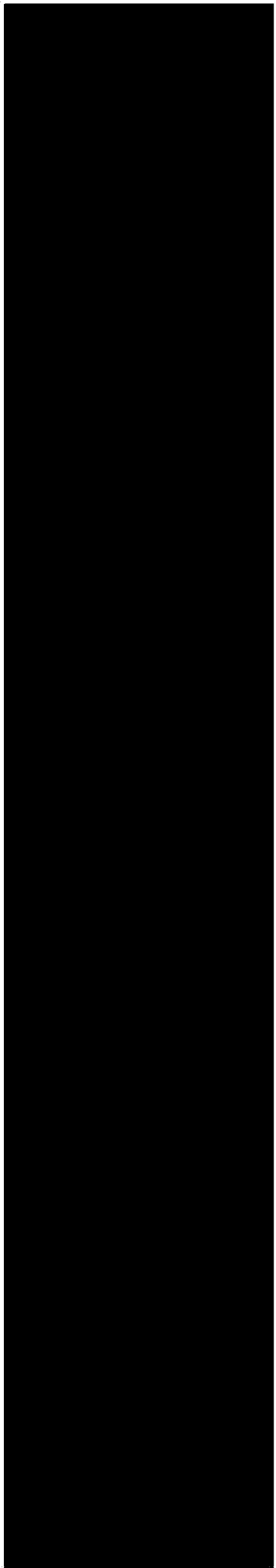
Trademarks

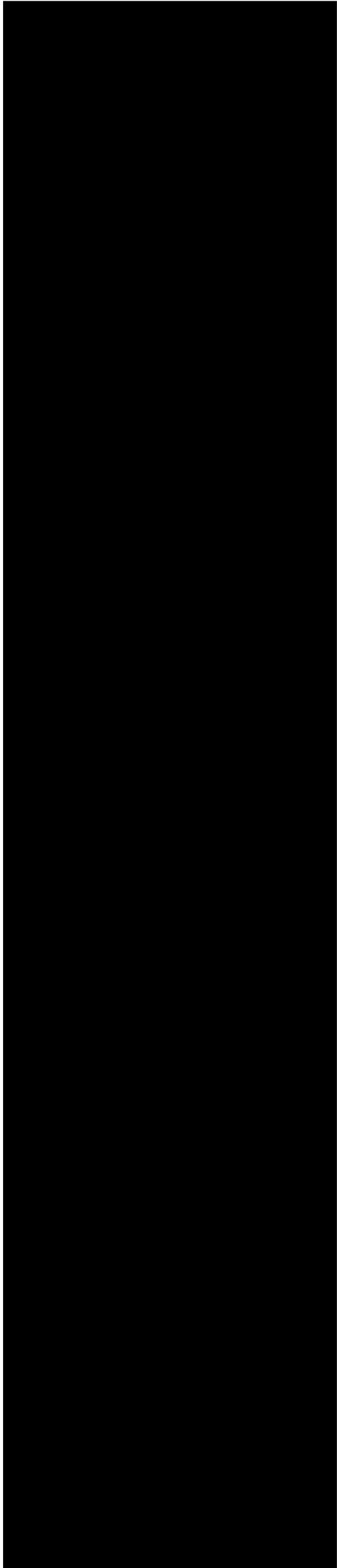
[Insert Schedule]

Schedule 2.1(g) – Purchased Intellectual Property

Time	Country	International Classes	Goods and Services	Official No.	Application No.	Application Date	Registration No.	Registration Date	Status
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JVN	United States	05, 18, 21	05 - Hair care products in the nature of medicated hair care preparations; 18 - Cosmetic toiletry bags sold empty; 21 - Hair brushes and hair combs.	90/784559	90/784559	6/21/2021			Pending
JVN	United States	3	03 - Hair care preparations; hair coloring preparations; hair treatment products; namely, non-medicated hair treatment preparations for cosmetic purposes; cream for body and curl definition for the hair being hair care preparations.	90/784559	90/784559	6/21/2021	7/21/2022	1/17/2023	Registered





TRADEMARK
REEL: 008327 FRAME: 0720

Schedule 2 to Intellectual Property Assignment Agreement

Domain Names

[Insert Schedule]

DE:4876-4784-3478.1 03703.004

