

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19587

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 CLEAN BEAUTY, INC.		01/09/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company 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: 10			
Property Type	Number	Word Mark	
Serial Number:	90741469	PIPETTE	
Serial Number:	88228360	PIPETTE	
Serial Number:	88975938	PIPETTE	
Serial Number:	97435747	PIPETTE	
Serial Number:	88228333	PIPETTE CLEAN BABY CARE	
Serial Number:	97551919	POWERED BY MOISTURIZING SQUALANE	
Serial Number:	88471874	PP PIPETTE	
Serial Number:	88977163	PP PIPETTE	
Serial Number:	90626217	TO MAMA, WITH LOVE	
Serial Number:	90741651	PP PIPETTE	
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>			
Phone:	(203)454-6999		
Email:	trademarks@windsongglobal.com,tsoinger@windsongglobal.com		
Correspondent Name:	Tracy Soinger		
Address Line 1:	Windsong Global		

OP \$265.00.00 90741469

Address Line 2: 15 Riverside Avenue, First Floor
Address Line 4: Westport, CONNECTICUT 06880

NAME OF SUBMITTER: TRACY SOINGER

SIGNATURE: TRACY SOINGER

DATE SIGNED: 02/12/2024

Total Attachments: 28

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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 1, 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: DocuSigned by:

A144E0E76B6E45A
Name: Han Kieftenbeld
Title: Interim Chief Executive Officer
and Chief Financial Officer

AMYRIS CLEAN BEAUTY, INC.

By: DocuSigned by:

A144E0E76B6E45A
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: Amorah R. Tanchi

Name: AMORAH R. TANCHI

Title: EVP, GENERAL COUNSEL

Schedule 1 To Intellectual Property Assignment Agreement

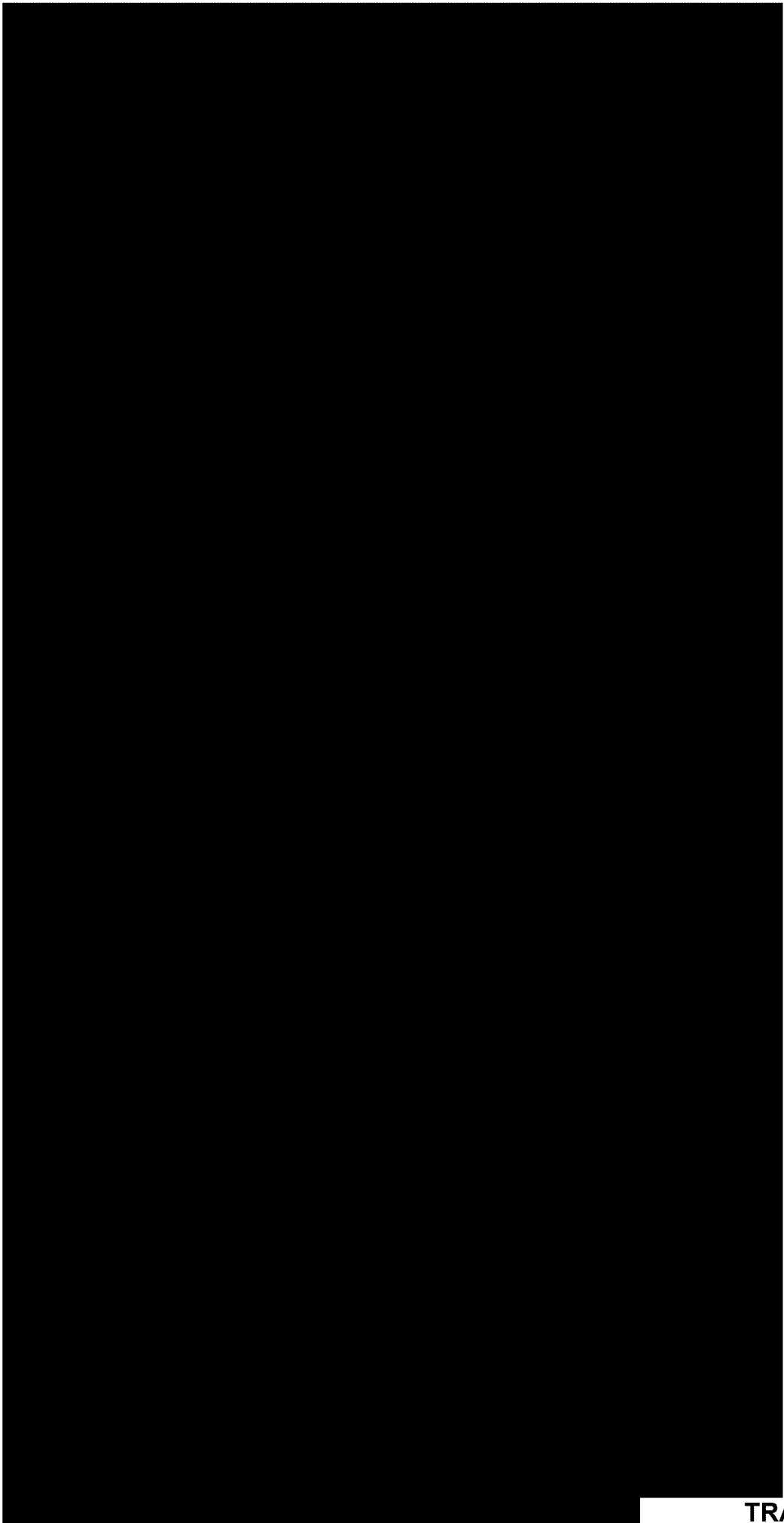
Trademarks

[Insert Schedule]

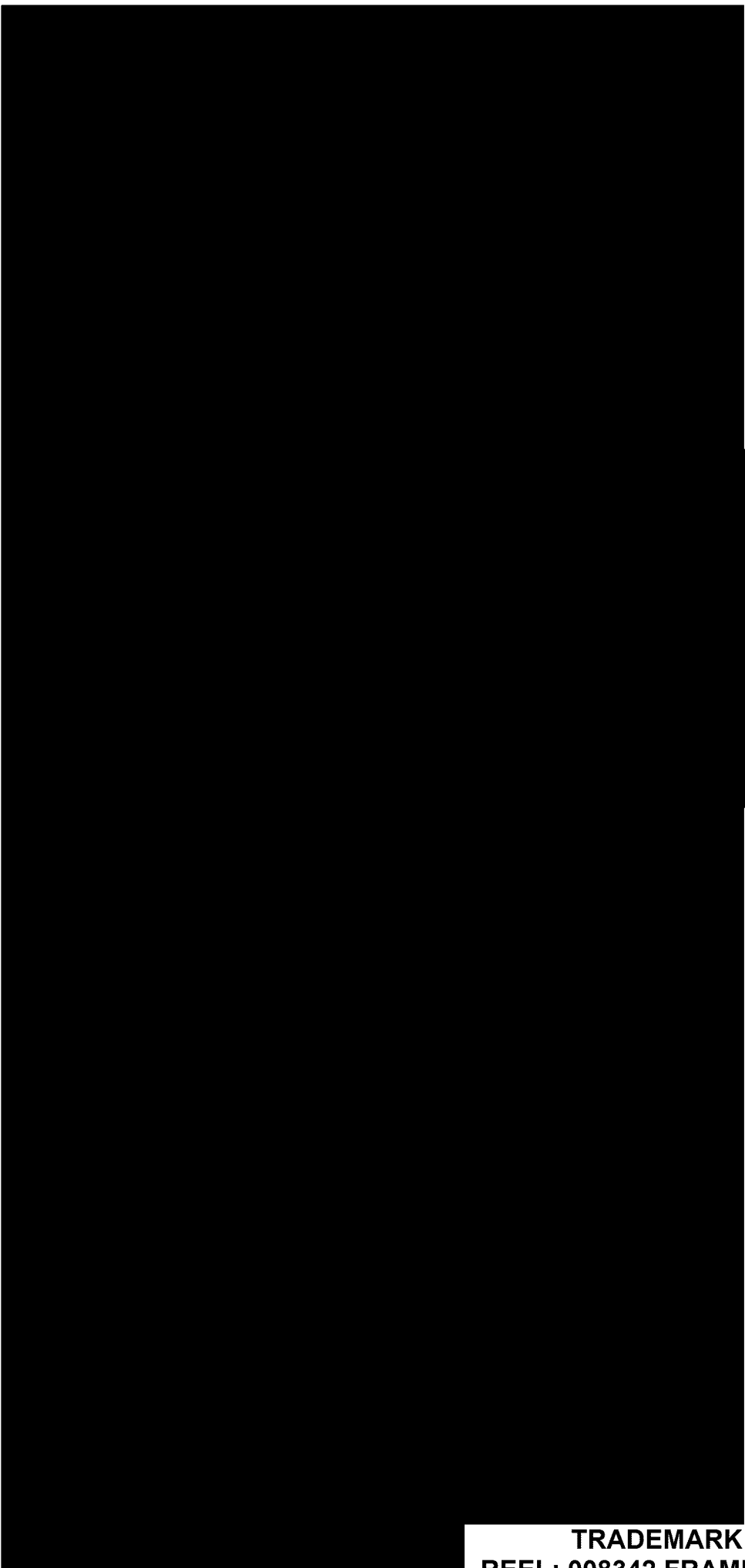
Schedule 2.1(g) – Purchased Intellectual Property

Trademarks

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Title Image Country International Classes Goods and Services Official No. Application No. Application Date Registration No. Registration Date Status



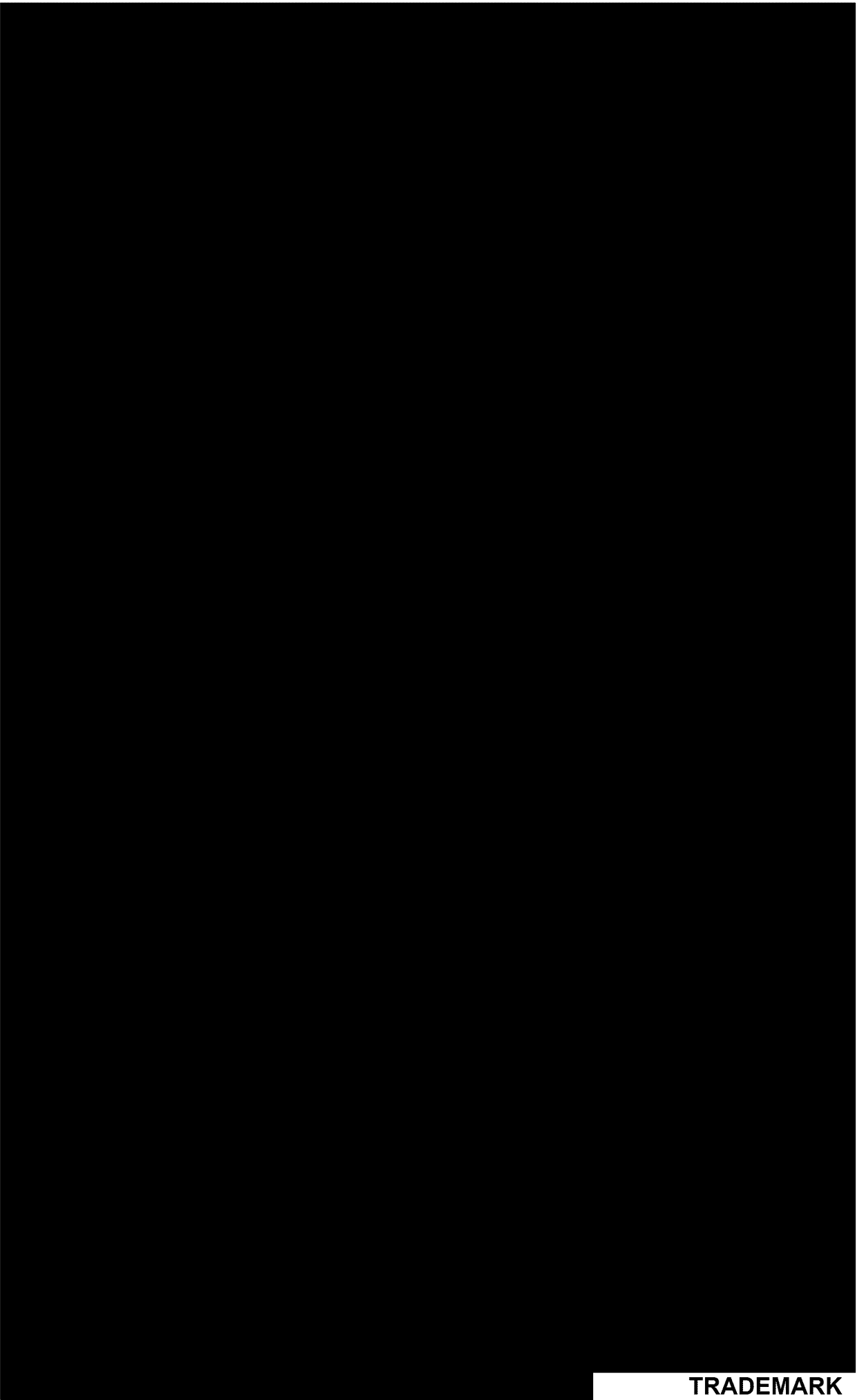
PIPETTE	United States	03, 05	03 - Exfoliating face mask, eye gel, liquid dish detergent; Non-medicated eczema body wash. 05 - Medicated body wash for treating eczema, hand-sanitizing preparations, disinfectant cleaning preparations for household and professional use, deodorizer for fabrics, upholstery and carpets.	90741469	90741469	5/28/2021			Pending
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Title	Image	Country	International Classes	Goods and Services	Official No.	Application No.	Application Date	Registration No.	Registration Date	Status
PIPETTE		United States	03, 05	03 - Non-medicated adult products, namely, expecting mom belly oil and lotion, leg scrub, foot and ankle lotion, and body wash. 05 - Medicated baby care products, namely, sunscreen, diaper rash cream, and eczema skin lotion.	6273314	88228360	12/13/2018	6273314	2/16/2021	Registered
PIPETTE		United States	03	Non-medicated baby care products, namely, all over body wash, skin lotion, skin ointment, baby oil, baby wipes impregnated with cleaning preparations, diaper rash cream, bubble bath, toddler hair shampoo and conditioner.	5905428	88975938	12/13/2018	5905428	11/5/2019	Registered
PIPETTE		United States	05	Vitamin supplements; Dietary supplements; Nutritional supplements.	97/435747	97/435747	5/31/2022			Pending

TRADEMARK

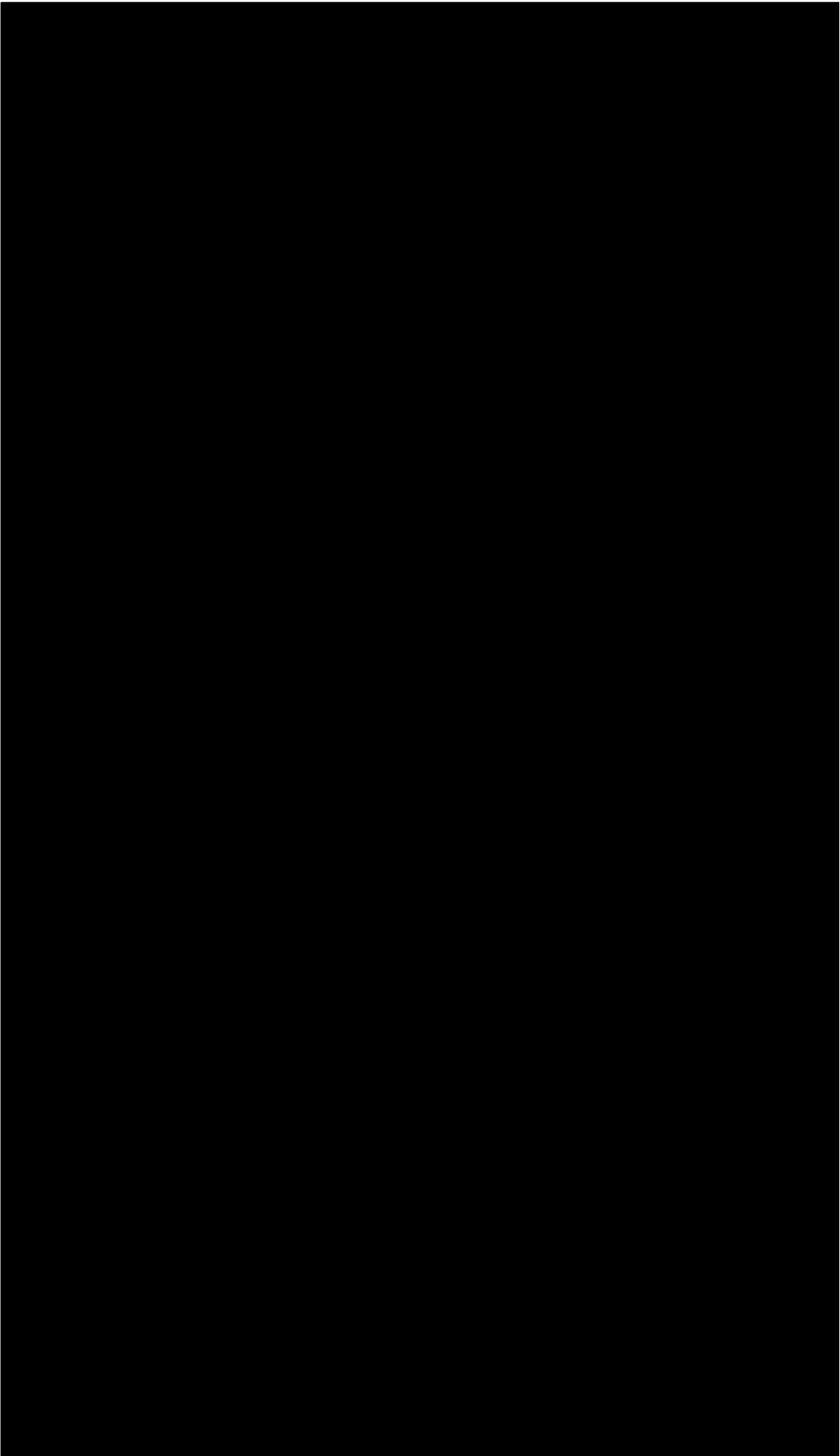
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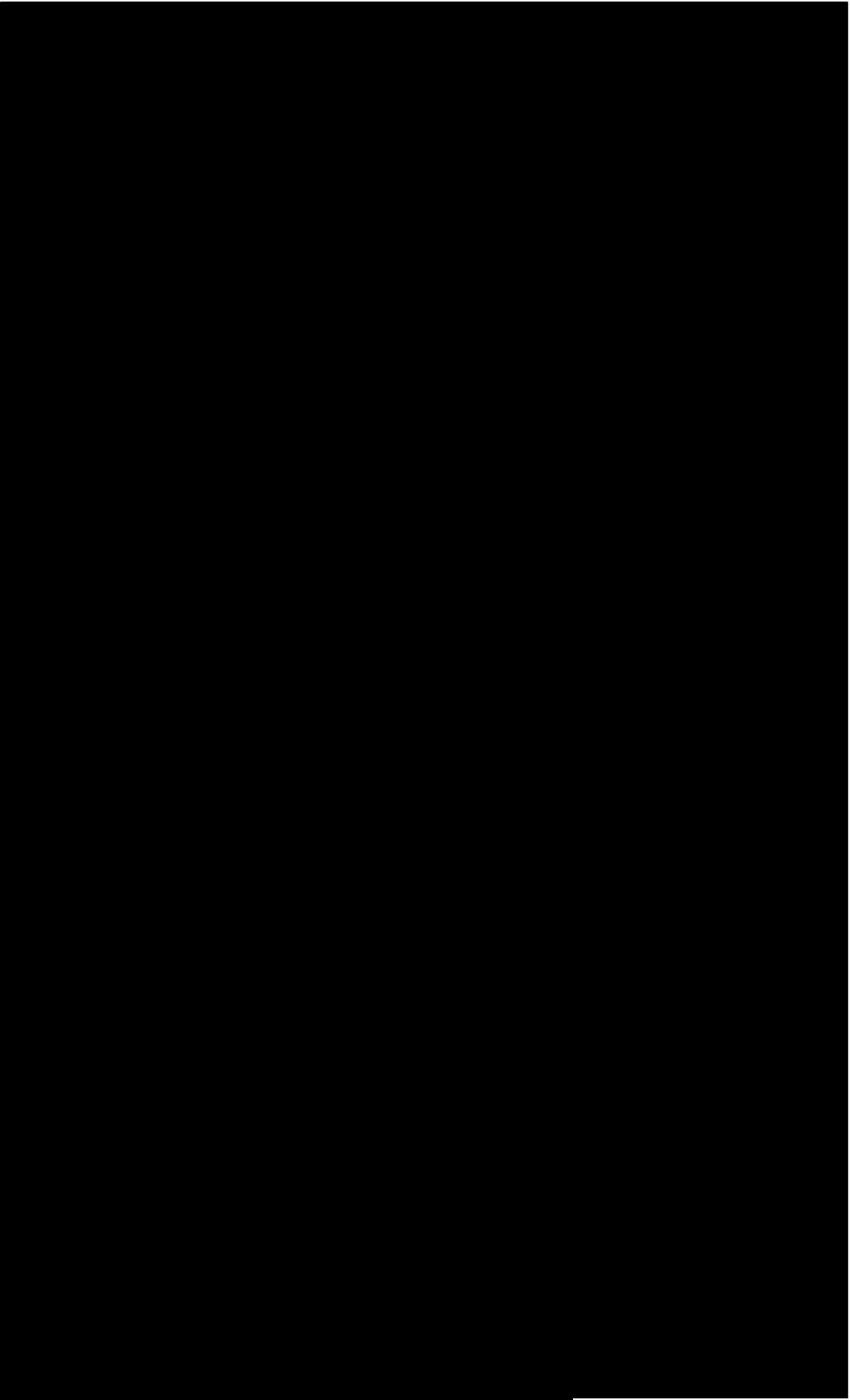


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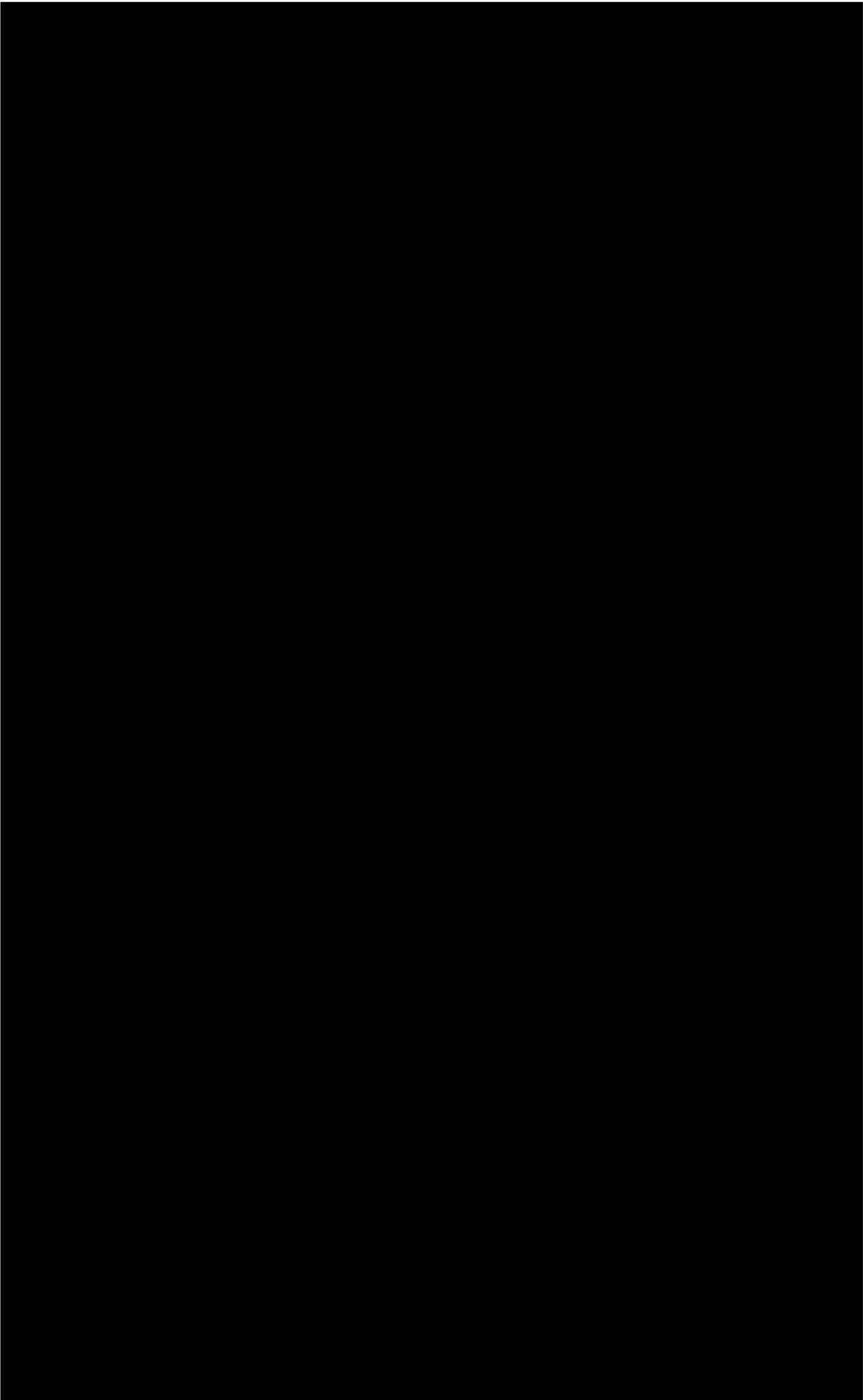
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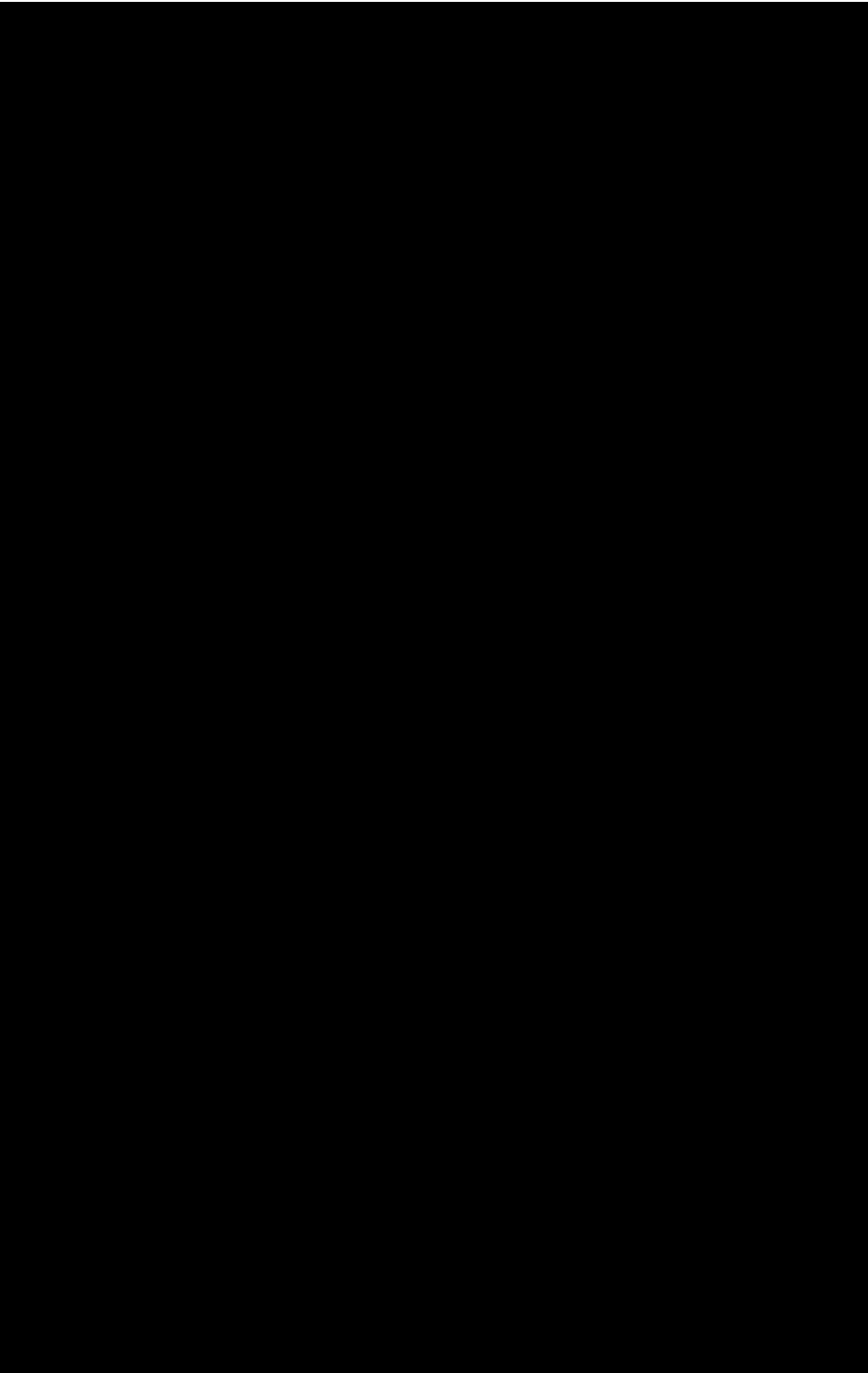
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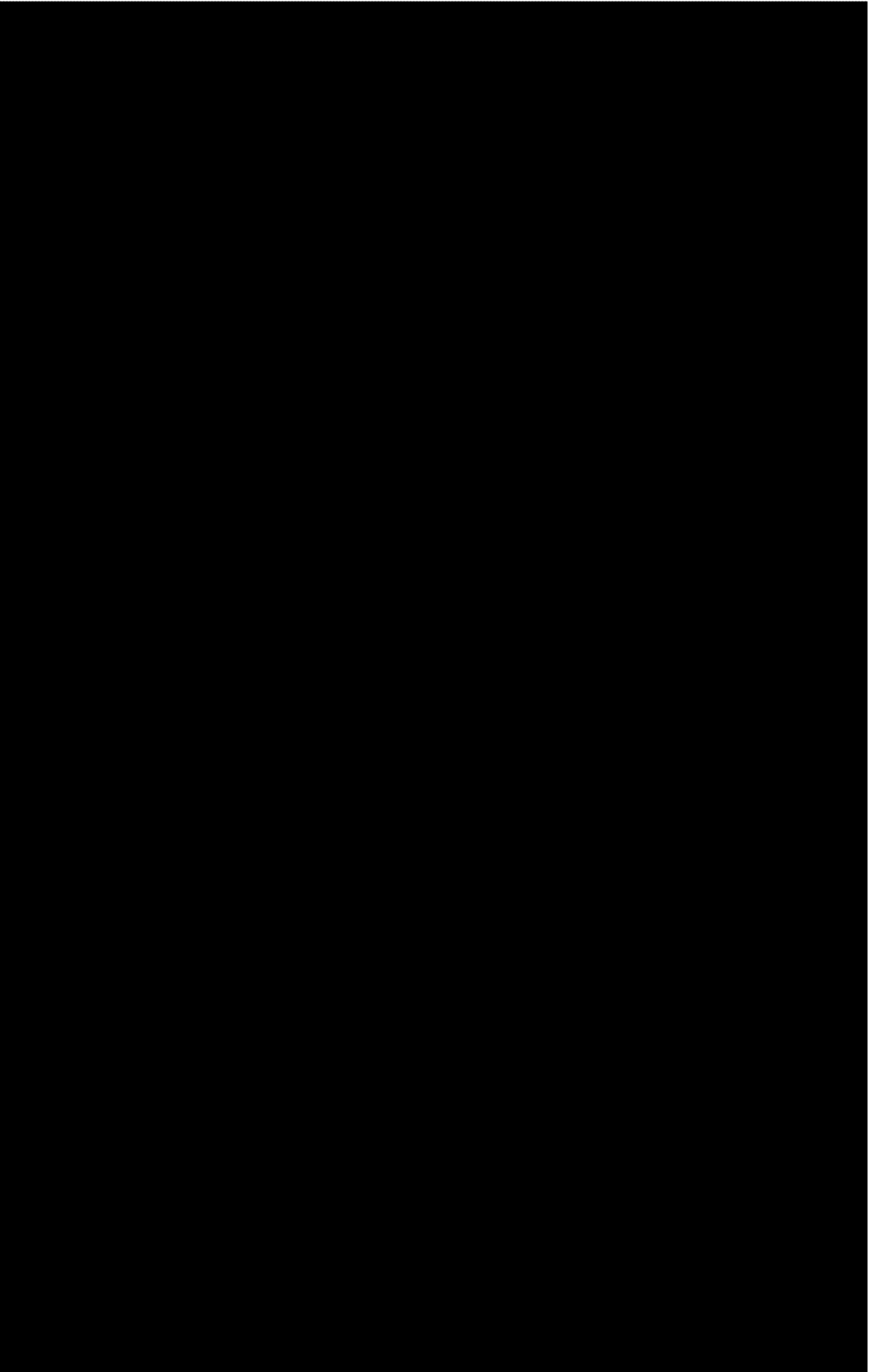
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Title	Image	Country	International Classes	Goods and Services	Official No.	Application No.	Application Date	Registration No.	Registration Date	Status
PIPETTE CLEAN BABY CARE		United States	03, 05	03 - Non-medicated baby care products, namely, all over body wash, skin lotion, skin ointment, baby oil, baby wipes impregnated with cleaning preparations, diaper rash cream, bubble bath, toddler hair shampoo and conditioner, non-medicated adult products, namely, expecting mom belly oil and lotion, leg scrub, foot and ankle lotion, and body wash. 05 - Medicated baby care products, namely, sunscreen, diaper rash cream, and eczema skin lotion.	88/228333	88/228333	12/13/2018			Dead

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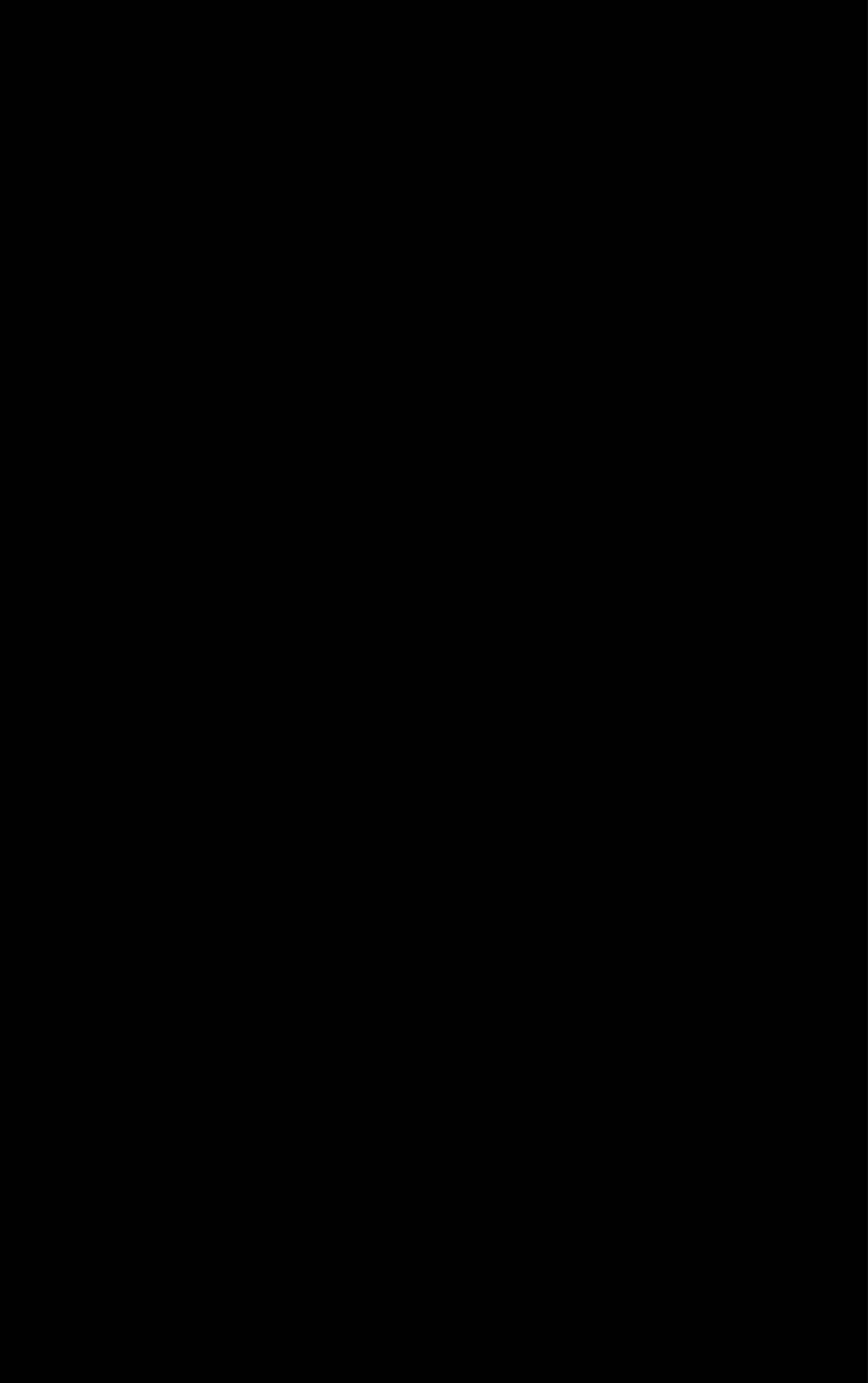
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POWERED BY
MOISTURIZING
SQUALANE United States 03, 05 03 - Non-medicated skin care preparations; Non-medicated bath soap; Cosmetic soaps; Body wash; Hair detangler preparations; Baby powders; Non-medicated preparations all for the care of skin, hair, and scalp; Wipes impregnated with a cleaning preparation; Body oils; Body scrub; Sunscreen preparations; Beauty masks for faces; Cosmetics; Eye gels, all of the foregoing made in whole or significant part from squalane.
05 - Medicated skin care preparations; Medicated bath soap; Medicated body wash; Medicated cosmetic soaps; Medicated diaper rash ointments and lotions; Medicated baby powders; Medicated preparations all for the care of skin, hair, and scalp, all of the foregoing made in whole or significant part from squalane.

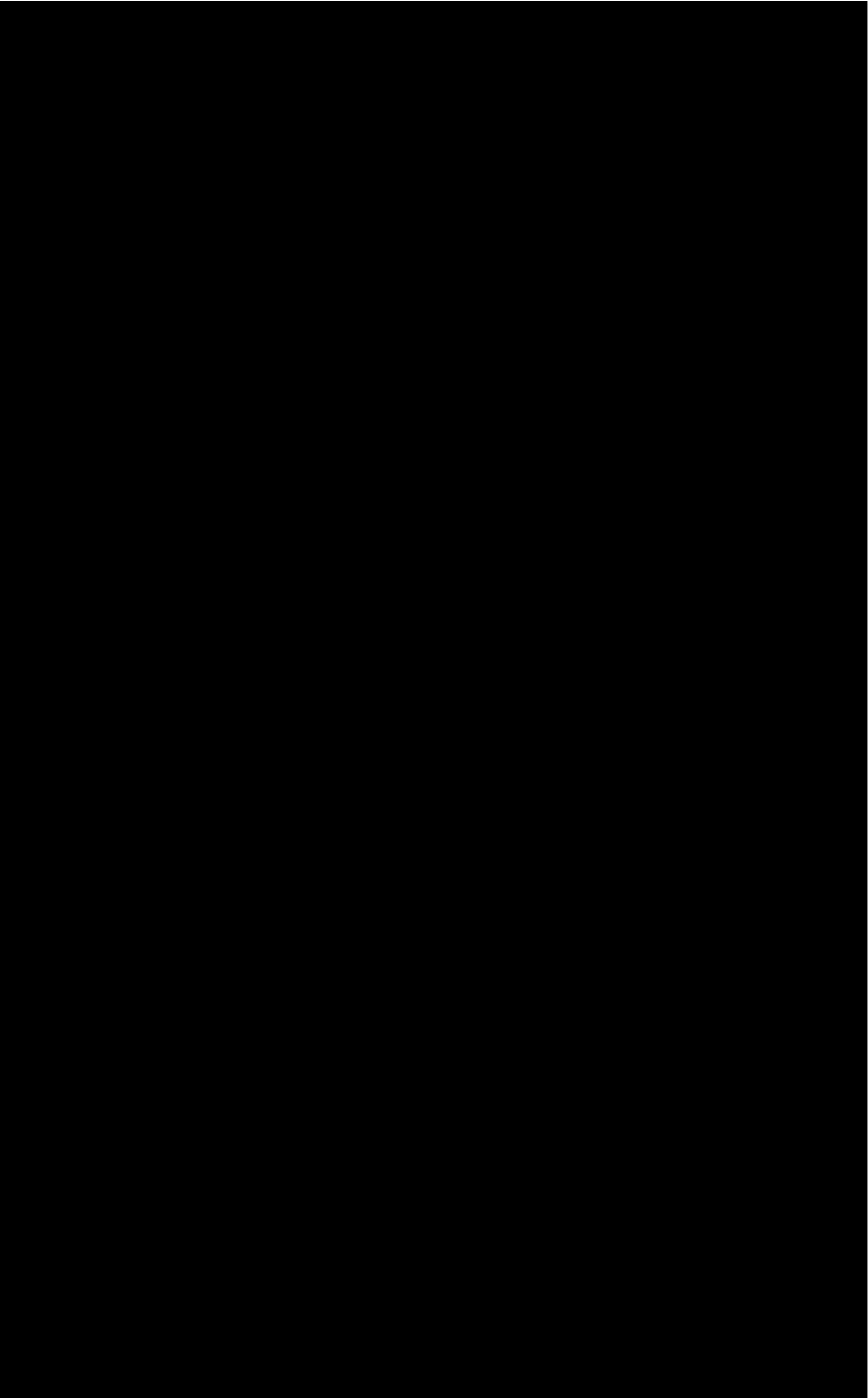
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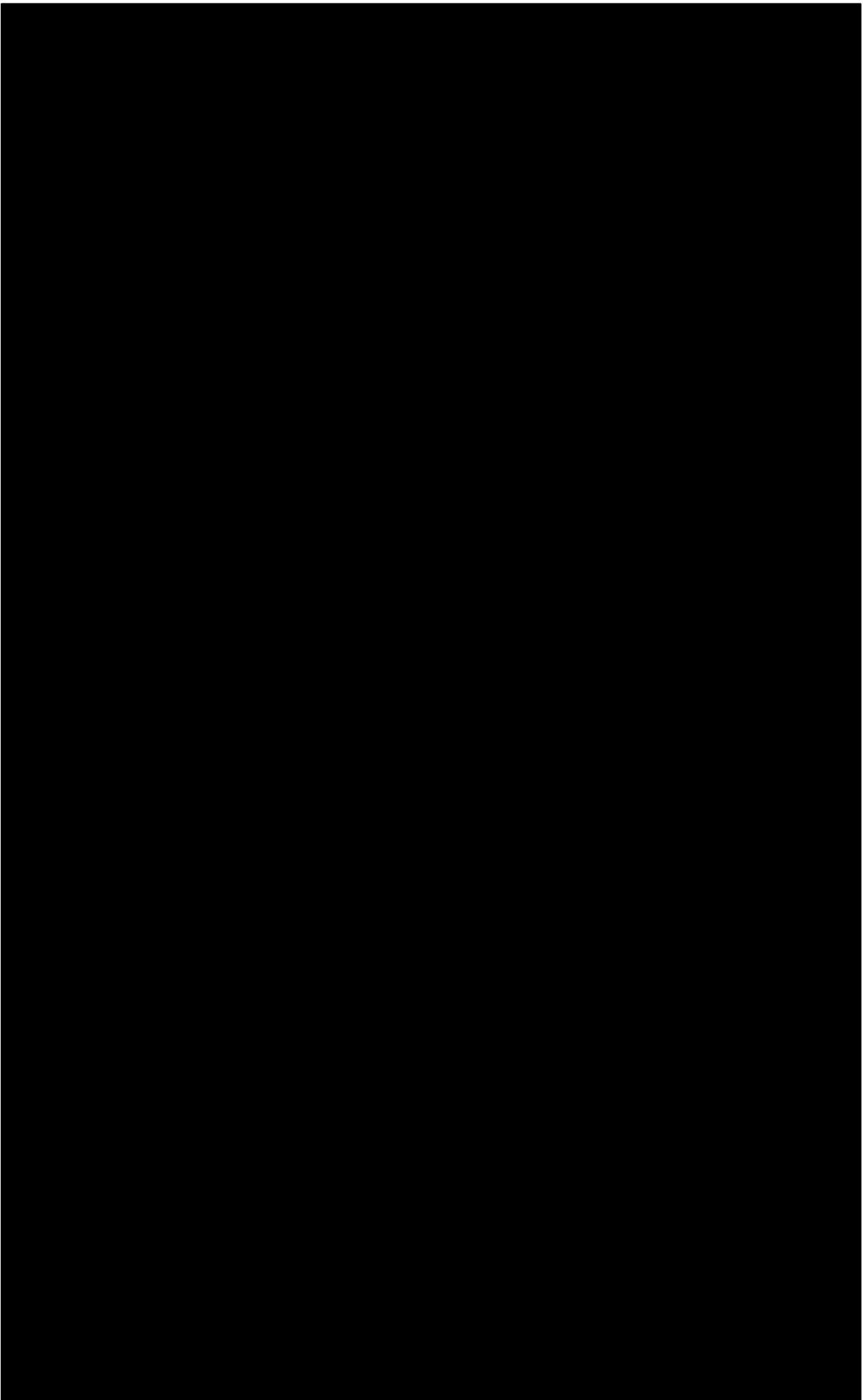


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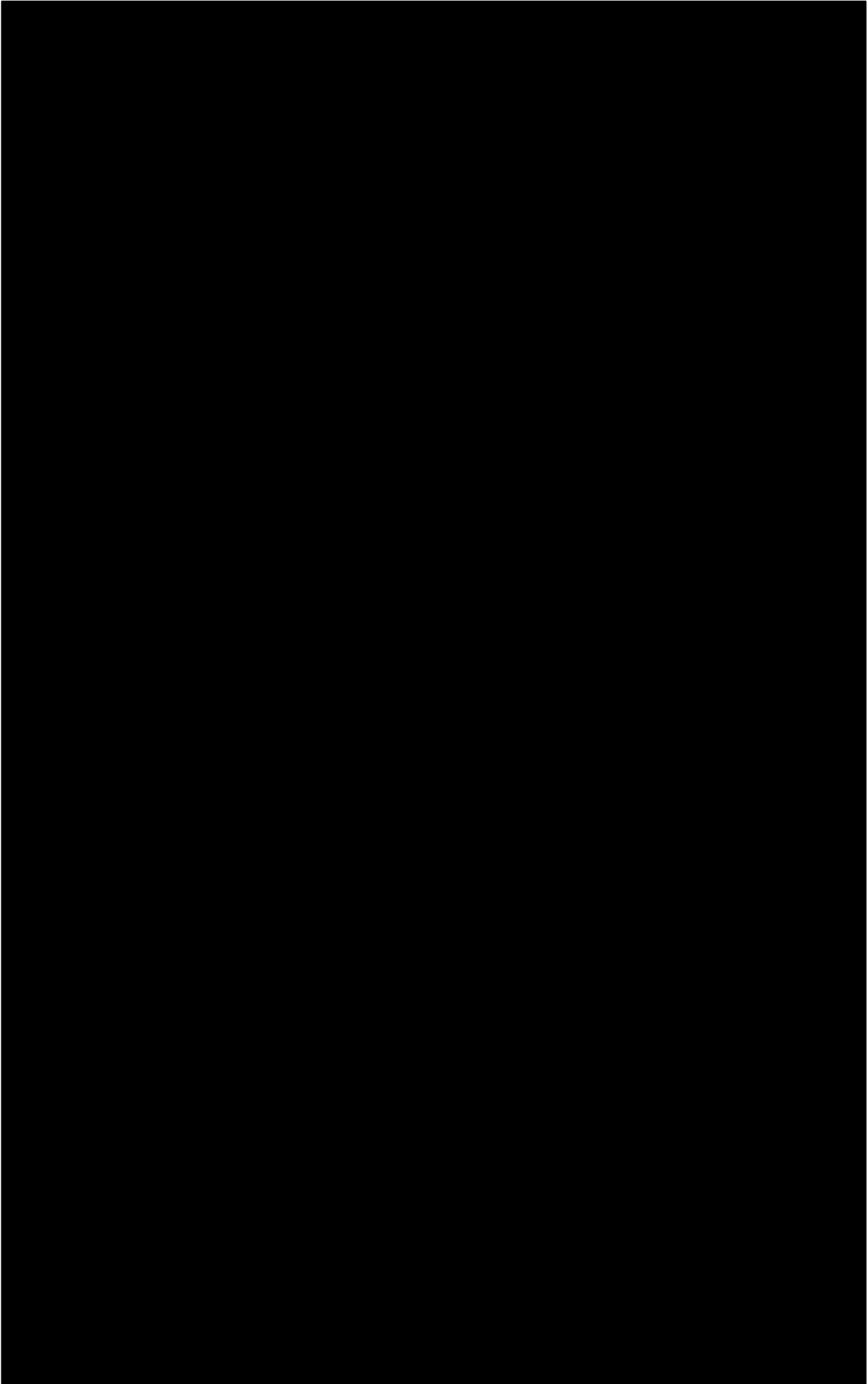
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PP PIPETTE (STYLIZED) United 03, 05 90741651 90741651 5/28/2021 6006596 5/19/2020 Pending

pipette

PP PIPETTE (STYLIZED) United 03, 05 6441723 88471874 6/13/2019 6441723 8/3/2021 Registered

pipette

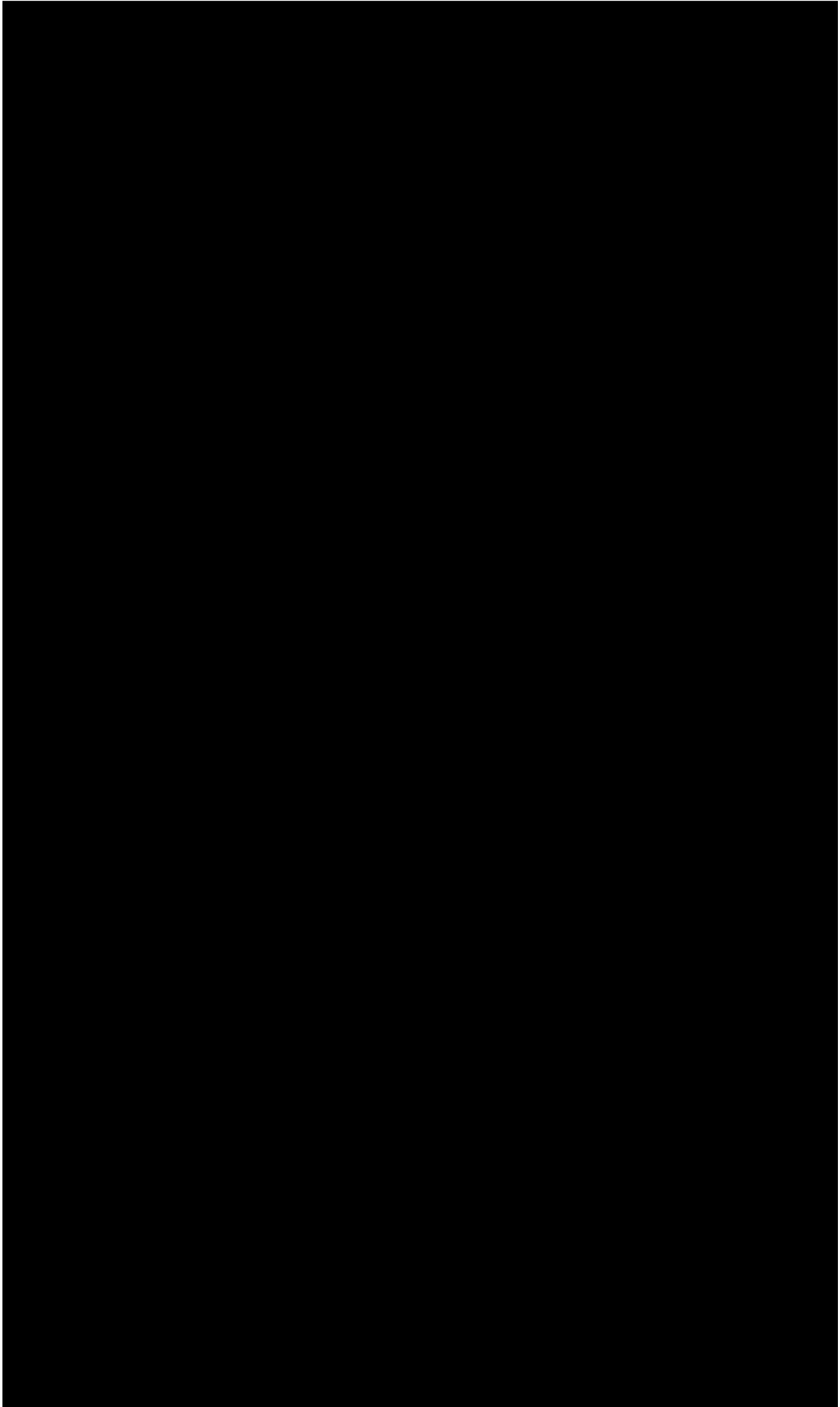
PP PIPETTE (STYLIZED) United 03 6006596 88977163 6/13/2019 6006596 5/19/2020 Registered

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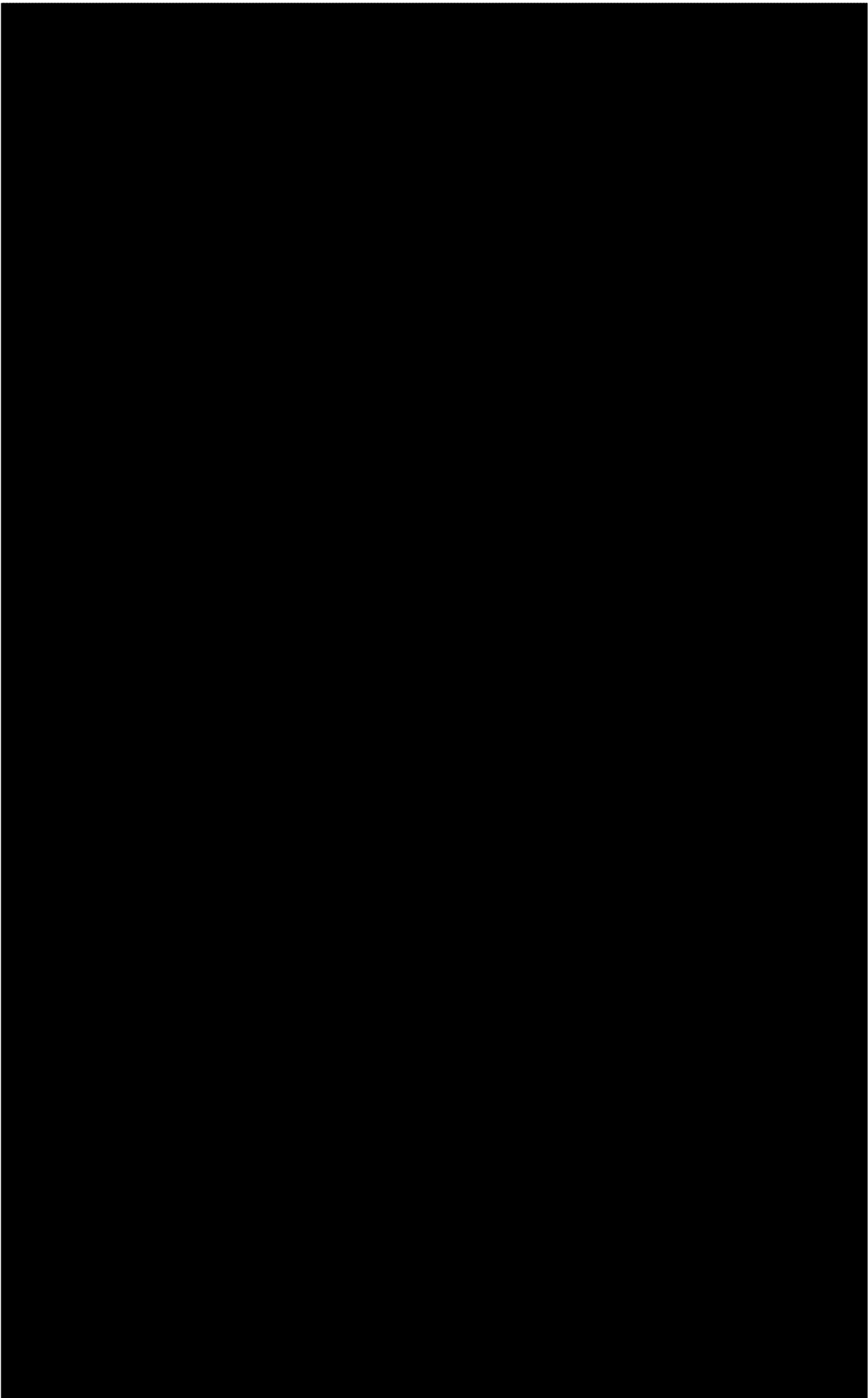
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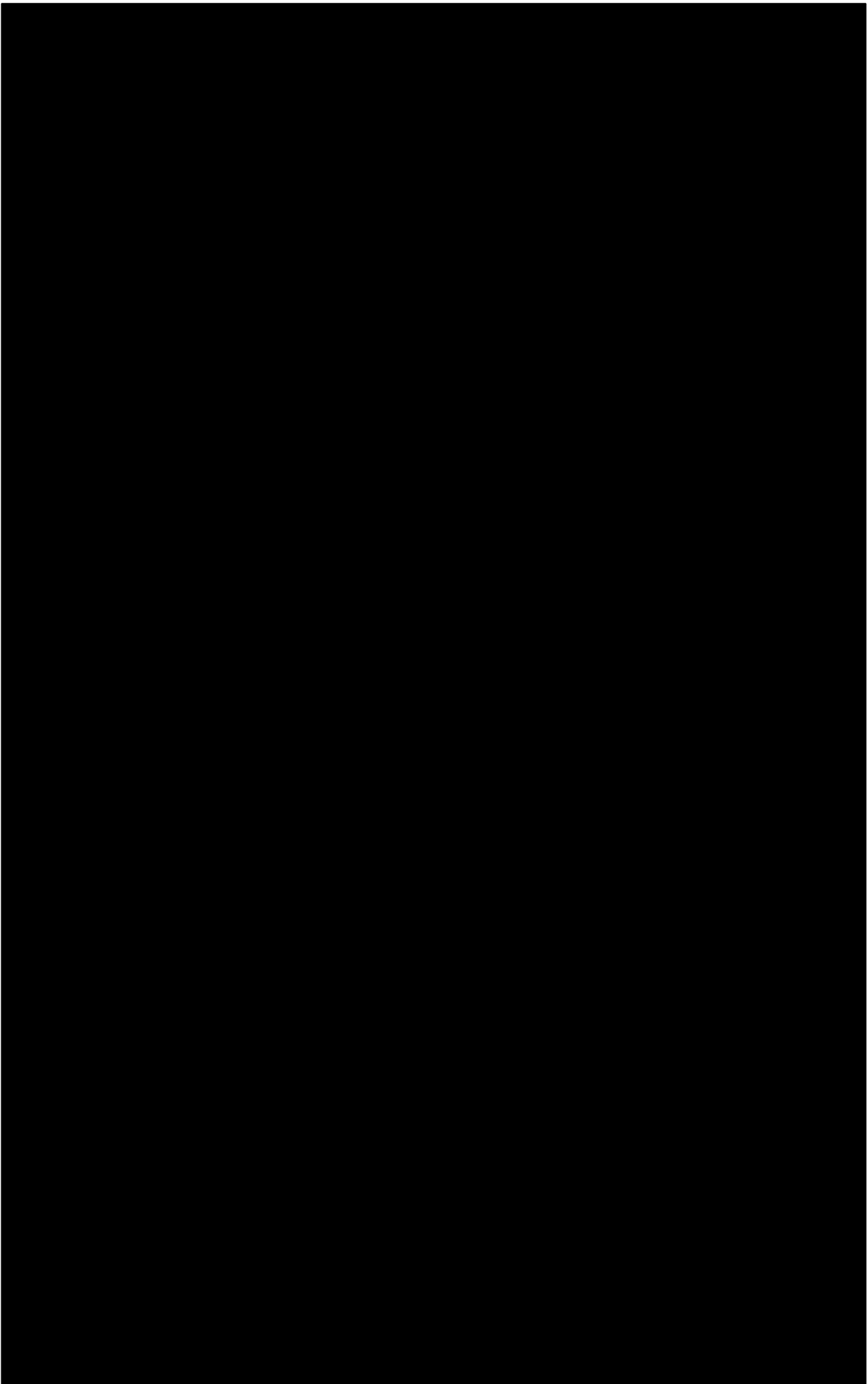
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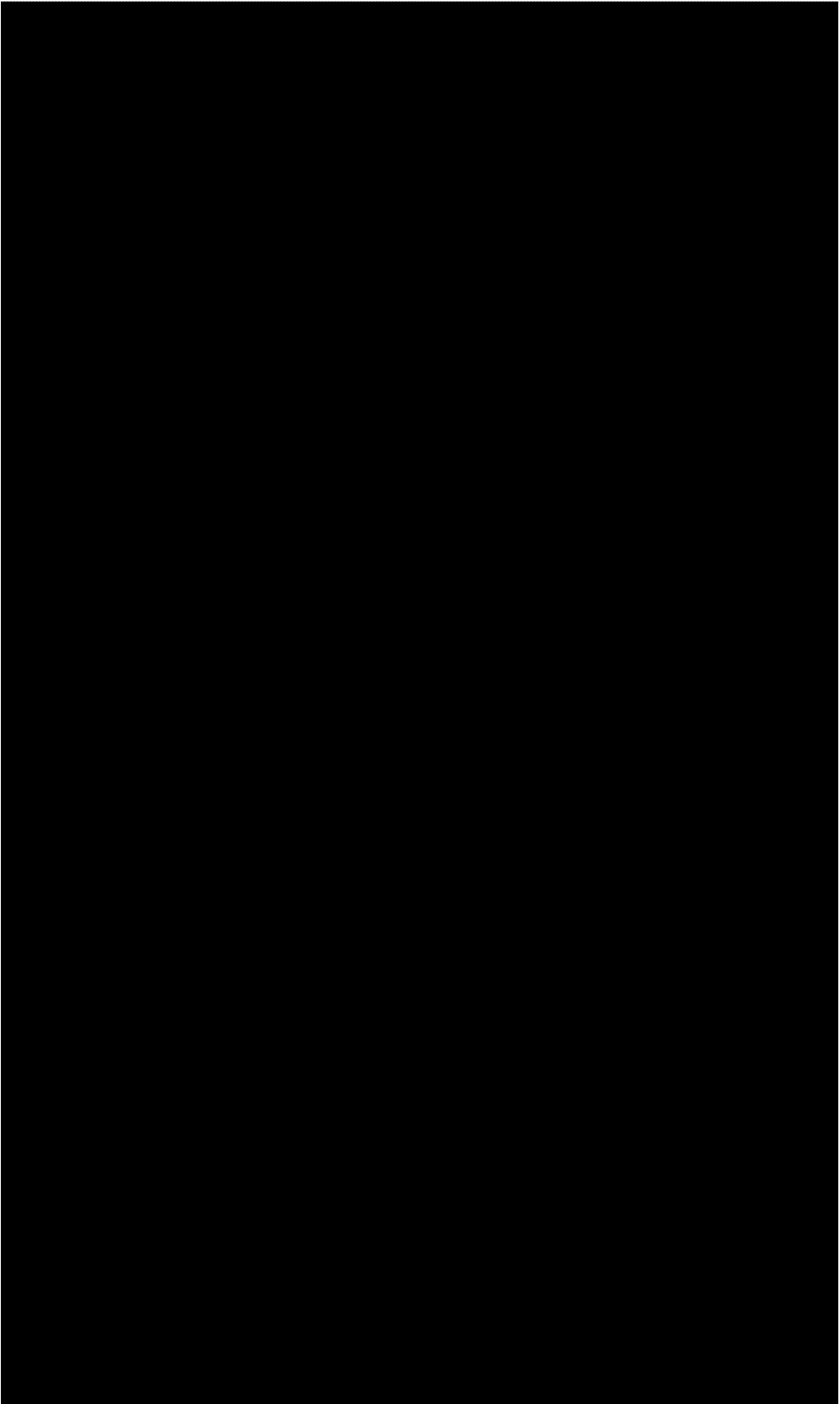
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Title	Image	Country	International Classes	Goods and Services	Official No.	Application No.	Application Date	Registration No.	Registration Date	Status
TO MAMA, WITH LOVE		United States	03	Kits consisting primarily of non-medicated skin care preparations and also containing a body brush.	90/626217	90/626217	4/6/2021			Pending



