

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioAmber S.A.S.		05/27/2013	French "societe par actions simplifiee":
RECEIVING PARTY DATA			
Name:	BioAmber Inc.		
Street Address:	3850 Annapolis Lane North		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55447		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4021018	BIOAMBER	
Registration Number:	4117806	BIOAMBER CHEMISTRY INSPIRED BY NATURE	
Registration Number:	4117807	BIOAMBER	
Registration Number:	4117804	CHEMISTRY INSPIRED BY NATURE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	T. Daniel Christenbury, DLA PIPER LLP US		
Address Line 1:	1650 Market Street, Suite 4900		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	DNP-11-1208US; 1160-1162		

CH \$115.00 4021018

NAME OF SUBMITTER:	Nancy Nunez
Signature:	/NN/
Date:	07/29/2013
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of May 27, 2013 (the "Effective Date"), is made by and between BioAmber S.A.S., a French "société par actions simplifiée" (the "Assignor") and BioAmber Inc., a Delaware corporation (the "Assignee").

1. Preamble. The Assignor is the owner of the trademarks listed in schedule "A" attached hereto, including any and all applications and/or registrations of such Trademarks in any countries and territories (the "Trademarks") and the Assignor wishes to assign all its rights, title and interest in and to the Trademarks to the Assignee, and the Assignee wishes to acquire same from the Assignor.
2. Assignment of rights. Subject to the terms and conditions set out herein, the Assignor hereby (i) assigns, sells and transfers all its rights, title and interest in and to the Trademarks to the Assignee, including all goodwill associated with the Trademarks, and (ii) undertakes to cause the change in ownership of the Trademarks to be notified to and/or registered with the respective trademark governmental agencies.
3. Consideration. As consideration for the assignment of the Trademarks by the Assignor to the Assignee pursuant to this Agreement, the Assignee pays to the Assignor an amount of US\$1.00, said consideration being payable in cash or by cheque or by wire transfer to the order of the Assignor, and Assignor hereby fully releasing and acquitting the Assignee for the payment of same.
4. Representations and warranties of the Assignor. The Assignor hereby represents and warrants as follows to the Assignee: (i) the Assignor is the sole owner of the Trademarks and of all the rights related thereto and the Assignor has the power and capacity to assign its rights in the Trademarks to the Assignee according to the terms of this Agreement and to perform its obligations thereunder; (ii) the Assignor has a good and valid title in the Trademarks and its rights are free and clear of all liens, securities and other encumbrances of any nature whatsoever; and (iii) there is currently no action, suit, or proceedings pending or, to the best of its knowledge, threatened against or affecting the Trademarks.
5. Representations and warranties of the Assignee. The Assignee hereby represents, warrants and declares to the Assignor that the Assignee has the power and capacity to fully transact this Agreement; to perform its obligations hereunder, and all authorizations required as the result hereof have been obtained.
6. Miscellaneous. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral and written understandings and agreements relating thereto. The Assignor and the Assignee agree to perform any act and sign any additional instrument necessary to give full effect to the provisions of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the state of Delaware. This agreement may only be modified in writing.

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

BIOAMBER S.A.S.

BIOAMBER INC.

By: 

Jean-François Huc
President

By: 

Jean-François Huc
Chief Executive Officer

SCHEDULE "A"

LIST OF TRADEMARKS

Trade-mark	Owner	Country	Filing Date	Application No.	Registration No.	Type of Mark	Total
BIOAMBER	BioAmber S.A.S.	Canada	28-Jul-2011	1537611		word mark	1
		Germany	1-Sep-2009	302009052806	302009052806.0	word mark	1
		Europe	26-Aug-2009	008510067	008510067	word mark	1
			5-Jul-2011	010097228	010097728	word mark	1
		USA	29-Jun-2011	85/359,044	4117807	word mark	1
	BIOAMBER, S.A.S.	Canada	11-Jul-2007	1371014	TM727,021	word mark	1
		France	26-Aug-2009	093672376	093672376	word mark	1
		USA	4-Sep-2009	77/820,545	4021018	word mark	1
	BIOAMBER (& Design)	BioAmber S.A.S.	Benelux	27-Aug-2009	1187426	868614	word & Design
BIOAMBER CHEMISTRY INSPIRED BY NATURE (stylized with design)	BioAmber S.A.S.	Canada	28-Jul-2011	1537618		word & Design	1
		Europe	5-Jul-2011	010097781	010097781	word & Design	1
		USA	29-Jun-2011	85/359,016	4117806	word & Design	1
		Japan	12-Jul-2011	2011-48956	5472087	word & Design	1
		Brazil	3-Aug-2011	831181230		word & Design	1
				831181265		word & Design	1
		Thailand	7-Jul-2011	812049	TM360607	word & Design	1
				812050		word & Design	1
		Hong Kong	5-Jul-2011	301964359	301964359	word & Design	1
		Taiwan	5-Jul-2011	100033726		word & Design	1
		Russia	12-Jul-2011	2011722364	469353	word & Design	1
		Australia	5-Jul-2011	1435086	1435086	word & Design	1
		Korea	26-Jul-2011	45-2011-0003258	45-0041537	word & Design	1

SCHEDULE "A"

LIST OF TRADEMARKS

		Mexico	19-Jul-2011	1196126	1261115	word & Design	1
				1196130	1252257	word & Design	1
		India	4-Aug-2011	2185825		word & Design	1
		China	24-Aug-2011	9884373	9884373	word & Design	1
				9884374	9884374	word & Design	1
CHEMISTRY INSPIRED BY NATURE	BioAmber S.A.S.	Canada	28-Jul-2011	1537619		word mark	1
		Europe	5-Jul-2011	010097517	010097517	word mark	1
		USA	29-Jun-2011	85/358,983	4117804	word mark	1
		Japan	12-Jul-2011	2011-48957	5472088	word mark	1
		Brazil	3-Aug-2011	831181184		word mark	1
				831181206		word mark	1
		Thailand	7-Jul-2011	812051		word mark	1
				812052		word mark	1
		Hong Kong	5-Jul-2011	301964368	301964368	word mark	1
				301970307		word mark	1
		Taiwan	5-Jul-2011	100033725		word mark	1
		Russia	13-Jul-2011	2011722364	465942	word mark	1
		Australia	5-Jul-2011	1435088	1435088	word mark	1
		Korea	26-Jul-2011	45-2011-0003259	45-0041082	word mark	1
		Mexico	19-Jul-2011	1196127	1262178	word mark	1
				1196129	1252256	word mark	1
		India	4-Aug-2011	2185826		word mark	1
		China	24-Aug-2011	9884371		word mark	1
9884372				word mark	1		
Grand Total							46

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