

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amyris Clean Beauty, Inc., as Grantor		11/17/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Naxyris S.A., as Lender		
Street Address:	40 Boulevard Joseph II		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1840		
Entity Type:	Sociedade Por Ações (S.A.): LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90129794	THE CLEAN ACADEMY BY BIOSSANCE	
Registration Number:	6060596	PP PIPETTE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	2123263939		
Email:	elabarge@jonesday.com		
Correspondent Name:	Robert T.S. Latta		
Address Line 1:	250 Vesey Street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	629166-620001		
NAME OF SUBMITTER:	Robert T.S. Latta		
SIGNATURE:	/Robert T.S. Latta/		
DATE SIGNED:	03/10/2021		
Total Attachments: 7			
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page1.tif			
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page2.tif			

CH \$65.00 90129794

source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page3.tif
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page4.tif
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page5.tif
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page6.tif
source=Security Interest_Trademarks_Amyris to Naxyris_Clean Beauty#page7.tif

GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST (this "Grant"), dated November 17, 2020 is by and between Amyris Clean Beauty, Inc., a Delaware corporation ("Grantor"), located at 5885 Hollis Street, Suite 100, Emeryville, California 94608, and Naxyris S.A., a Luxembourg société anonyme ("Lender"). Each capitalized term utilized in this Grant that is not defined herein shall have the meaning set forth for such capitalized term in the Loan Agreement (as hereinafter defined), but if such capitalized term is not defined herein or therein, such capitalized term will have the meaning as set forth in Article 1, 8 or 9 of the UCC, as applicable, if defined therein.

WHEREAS, Grantor, Subsidiary Guarantors and the Domestic Subsidiaries that have delivered a Joinder Agreement to Lender (collectively, "Grantors") own and use in their business, and will, in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Lender, on the one hand and Grantors, on the other hand, have entered into that certain Amended and Restated Loan and Security Agreement, dated as of October 28, 2019 (as amended, restated, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which Lender has extended certain financial accommodations to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in, and Lender has become a secured creditor with respect to, the Collateral specified therein, including the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantors to Lender pursuant to the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now or hereafter existing or whether now owned or hereafter acquired and wherever the same may be located (the "Trademark Collateral"):

(i) all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States of America ("United States") and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business connected with the use of and symbolized by the Trademarks; and

(ii) all rights under or interest in any trademark license agreements with any other party, if any, whether Grantor is a licensee or licensor under any such license agreement, to the extent a grant of a security interest in and to any such license agreement would not result in a breach or violation of such license agreement (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses"); and

(iii) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing (to the extent a grant of a security interest in and to any such income, royalties, damages, payments and proceeds would not result in a breach or violation of the foregoing), including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the "Trademark Collateral" include, and Grantor shall not be deemed to have granted a security interest in any of Grantor's rights in or under any (i) Excluded Intellectual Property and (ii) United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

If, before the Secured Obligations shall have been paid in full, Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Grant shall automatically apply thereto. Grantor shall promptly update Schedule A attached hereto as necessary, but no more frequently than once per fiscal quarter, and provide written notice to Lender of such updates on a fiscal quarterly basis. Grantor authorizes Lender to modify this Grant by amending Schedule A attached hereto to reflect such updates.

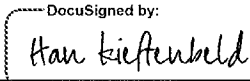
Grantor does hereby further acknowledge and affirm that this Grant is made in connection with, and subject to the terms of, the Loan Agreement and that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, sections 10.8, 10.9 and 10.10. In the event of an irreconcilable conflict between the terms of this Grant and the terms of the Loan Agreement, the Loan Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, this Grant has been duly executed on the day and year specified at the beginning hereof.

GRANTOR:

AMYRIS CLEAN BEAUTY, INC.,
a Delaware corporation


Signature: 
Print Name: Han Kieftenbeld
Title: Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST (AMYRIS CLEAN BEAUTY, INC.)]

ACKNOWLEDGED AND AGREED:

LENDER:

NAXYRIS S.A.,
a Luxembourg société anonyme

Signature: 
Print Name: Christoph PIEL
Title: Director

Signature: 
Print Name: Fanny WAGNER
Title: Director

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST (AMYRIS CLEAN BEAUTY,
INC.)]






NAI-1514191900v1

SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

amyris

Trademark Portfolio
Updates as of: September 30, 2020

New Trademark Applications

Mark	Design	Country	Class	App. No.	Reg. No.	Reg. Date
BIOSSANCE (owned by Amyris Clean Beauty, Inc.)		MO	3	N/162770		
BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	BIOSSANCE :.	MO	3	N/162771		
PIPETTE (and design) (owned by Amyris Clean Beauty, Inc.)		US	3, 5	88/471874		
PIPETTE (owned by Amyris Clean Beauty, Inc.)		TH	3, 5	1447794	IR1447794	12/18/18
PIPETTE (and design) (owned by Amyris Clean Beauty, Inc.)		TH	3, 5	1496201	IR1496201	09/12/19
THE CLEAN ACADEMY BY BIOSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	 THE CLEAN ACADEMY BY BIOSANCE	BR	35	920608795		
THE CLEAN ACADEMY BY BIOSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	 THE CLEAN ACADEMY BY BIOSANCE	BR	36	920608817		
THE CLEAN ACADEMY BY BIOSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	 THE CLEAN ACADEMY BY BIOSANCE	BR	41	920608825		

Mark	Design	Country	Class	App. No.	Reg. No.	Reg. Date
THE CLEAN ACADEMY BY BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)		BR	42	920608833		
THE CLEAN ACADEMY BY BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)		US	35, 36, 41, 42	90/129,794		

Newly Registered Trademarks

Mark	Design	Country	Class	App. No.	Reg. No.	Reg. Date
BIOSSANCE (owned by Amyris Clean Beauty, Inc.)		ID	3	1360720	IR1360720	05/06/19
BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	BIOSSANCE::	AU	3	1378307	2014259	10/05/17
BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	BIOSSANCE::	ID	3	1378307	IR1378307	05/06/19
BIOSSANCE (and design) (owned by Amyris Clean Beauty, Inc.)	BIOSSANCE::	PH	3	1378307	IR1378307	05/06/19
BORN IN BERKELEY CALIFORNIA (and design) (owned by Amyris Clean Beauty, Inc.)		AU	3	1464602	2006901	03/21/19
BORN IN BERKELEY CALIFORNIA (and design) (owned by Amyris Clean Beauty, Inc.)		BR	3	913548944	913548944	12/26/18
BORN IN BERKELEY CALIFORNIA (and design) (owned by Amyris Clean Beauty, Inc.)		ID	3	1464602	IR1464602	03/21/19
BORN IN BERKELEY CALIFORNIA (and design) (owned by Amyris Clean Beauty, Inc.)		NZ	3	1464602	"IR1464602;	1464602

PIPETTE (owned by Amyris Clean Beauty, Inc.)		AU	3, 5	1447794	2020774	12/18/18
PIPETTE (owned by Amyris Clean Beauty, Inc.)		BR	3	916446310	916446310	08/20/19
PIPETTE (owned by Amyris Clean Beauty, Inc.)		BR	5	916446344	916446344	08/20/19
PIPETTE (owned by Amyris Clean Beauty, Inc.)		CN	3	1447794	IR 1447794	12/18/18
PIPETTE (owned by Amyris Clean Beauty, Inc.)		NZ	3	1447794	IR 1447794	12/18/18
PIPETTE (owned by Amyris Clean Beauty, Inc.)		SG	3	1447794	IR 1447794	12/18/18
PIPETTE (owned by Amyris Clean Beauty, Inc.)		US	3	88/975938	5,905,428	11/05/19
PIPETTE (and design) (owned by Amyris Clean Beauty, Inc.)		CN	3, 5	1496201	IR 1496201	09/12/19
PIPETTE (and design) (owned by Amyris Clean Beauty, Inc.)		EU	3, 5	1496201	IR 1496201	09/12/19
PIPETTE (and design) (owned by Amyris Clean Beauty, Inc.)		US	3	88/977163	6,060,596	05/19/20
PLANT DERIVED SQUALANE (and design) (owned by Amyris Clean Beauty, Inc.)		AU	3	1465111	2008277	03/21/19
PLANT DERIVED SQUALANE (and design) (owned by Amyris Clean Beauty, Inc.)		CA	3	1842256	TMA1039928	07/11/19
PLANT DERIVED SQUALANE (and design) (owned by Amyris Clean Beauty, Inc.)		MX	3	1465111	IR1465111	03/21/19
PLANT DERIVED SQUALANE (and design) (owned by Amyris Clean Beauty, Inc.)		SG	3	1465111	IR1465111	03/21/19