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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM645913

SUBMISSION TYPE: NEV	NEW ASSIGNMENT	
NATURE OF CONVEYANCE: ASS	SIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Francisco Costa		05/07/2021	INDIVIDUAL:

### **RECEIVING PARTY DATA**

Name:	Amyris, Inc.	
Street Address:	5885 Hollis Street, Suite 100	
City:	Emeryville	
State/Country:	CALIFORNIA	
Postal Code:	94608	
Entity Type:	Type: Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88747974	COSTA BRAZIL

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2128730250

**Email:** bigel@bilawfirm.com

Correspondent Name: Brian Igel

Address Line 1: 305 Madison Avenue, 40th Floor Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER:	Brian Igel
SIGNATURE:	/BI/
DATE SIGNED:	05/11/2021

### **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is dated May 7, 2021 (the "Effective Date") and is between AMYRIS, INC., a Delaware corporation with its principal place of business at 5885 Hollis Street, Suite 100, Emeryville, CA 94608 ("Assignee") and Francisco Costa, an individual an individual, with his principal place of business at 3 Island Avenue 11D, Miami Beach, FL 33139 ("Assignor"). Assignor and Assignee are referred to herein as a "Party" or, collectively, as the "Parties."

Under and subject to the terms and conditions of the Asset Purchase Agreement, dated May 7, 2021 (the "APA"), by and among Assignee and Assignor, Assignor has agreed to assign to Assignee all of Assignor's' right, title and interest in the trademarks and trademark applications set forth below in **Exhibit A** attached hereto (collectively, the "Assignor Trademarks").

In exchange for the consideration paid under the APA, the receipt of which is hereby acknowledged, Assignor, subject to the terms and conditions of the APA, hereby sells and assigns unto Assignee all of Assignors' right, title and interest in the Assignor Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assignor Trademarks, and all registrations that have been or may be granted for any of the Assignor Trademarks, together with all common law rights, and all goodwill of the business connected with and symbolized by the Assignor Trademarks, and all claims that it might have, at law or in equity, including the right to sue and recover damages and profits for past, present and future infringements, and to fully and entirely stand in the place of the Assignors in all matters related to the Assignor Trademarks. To the extent any intent-to-use applications are included in the Assignor Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, and the World Intellectual Property Organization, to record Assignee as assignee and owner of the Assignor Trademarks.

Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state, national and foreign trademark offices.

Assignor hereby grants Assignee's attorneys of choice the power of attorney to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other governmental bodies or other entities, including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document and to perform any other acts and sign any other documents solely to be used to perfect the intended transfers of rights herein.

This Agreement shall be construed and interpreted in accordance with the APA. In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA will govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic or digital delivery such as in Adobe Portable Document Format or using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This

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Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may only be amended, modified, or supplemented by a written agreement executed by an authorized representative of each Party.

[Signature page follows]

ASSIGNEE: ASSIGNOR: AMYRIS, INC. JOHN MELO NAME: NAME: FRANCISCO COSTA CEO

TITLE:

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

[Signature page to Trademark Assignment Agreement]

# Exhibit A

# Assignor Trademarks

Mark	Class(es)	Country	Application Number	Application Date	Registration Number	Registration Date
COSTA BRAZIL	3	USA	88747974	Jan. 6, 2020		

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