

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schottenfeld Opportunities Fund II, L.P.		03/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	AMYRIS, INC.		
Street Address:	5885 HOLLIS STREET, SUITE 100		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4209630	NEOSSANCE	
CORRESPONDENCE DATA			
Fax Number:	5102252645		
<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:	510-450-0761		
Email:	ip@amyris.com		
Correspondent Name:	C. Gray Hagemann		
Address Line 1:	5885 HOLLIS STREET, SUITE 100		
Address Line 4:	Emeryville, CALIFORNIA 94608		
NAME OF SUBMITTER:	C. Gray Hagemann		
SIGNATURE:	/C. Gray Hagemann/		
DATE SIGNED:	02/05/2023		
Total Attachments: 11			
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EXCHANGE AND SETTLEMENT AGREEMENT

This Exchange and Settlement Agreement (this “**Agreement**”) is dated as of March 1, 2021 (the “**Effective Date**”), by and among Amyris, Inc., a Delaware corporation (the “**Company**”), Amyris Clean Beauty, Inc., a Delaware corporation, Amyris Fuels, LLC, a Delaware limited liability company, and AB Technologies LLC, a Delaware limited liability company (each a “**Subsidiary Guarantor**” and collectively, the “**Subsidiary Guarantors**”), and Schottenfeld Opportunities Fund II, L.P., both in its capacity as a Holder and as agent for the other Holders under the Security Documents (as defined below) (“**Schottenfeld**”), Koyote Trading, LLC (“**Koyote**”) and Phase Five Partners, LP (“**Phase Five**”) (each a “**Holder**” and collectively, the “**Holder**s”).

WHEREAS, on September 10, 2019, the Company issued and sold certain promissory notes to Schottenfeld, Koyote and Phase Five (collectively, the “**September Notes**”) in the aggregate original principal amount of [REDACTED], the details of which are set forth on **Exhibit A**. The Company’s obligations under the September Notes are secured by a Lien on certain assets of the Company and the Subsidiary Guarantors on the terms and conditions of that certain Credit and Security Agreement, dated as of November 14, 2019, by and among the Holders, the Company and the Subsidiary Guarantors (the “**Security Agreement**”). Capitalized terms, including, without limitation, the terms “**Loan Documents**” and “**Collective Obligations**” that are not defined herein shall have the meanings assigned to them in the Security Agreement.

[REDACTED]

WHEREAS, subject to the terms and conditions of this Agreement, [REDACTED]
[REDACTED]
[REDACTED] the parties have agreed to exchange releases as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company, the Subsidiary Guarantors and the Holders agree as follows:

- 1. Cash Payments; Exchange.

[REDACTED]

[REDACTED]

[REDACTED]

(c) Release of Liens and Guarantees. As used in this Agreement, the term “**Security Documents**” means, collectively, (i) the Security Agreement, (ii) the Grant of Patent Security Interest, (iii) the Grant of Trademark Security Interest, (iv) the Grant of Copyright Security Interest, (v) each Deposit Account Control Agreement and each Securities Account Control Agreement, each as defined in the UCC, and (vi) each other document or instrument executed and delivered by the Company or any of the Subsidiary Guarantors to perfect, maintain the perfection of, or give notice of the security interest granted under the Security Agreement or any of the foregoing other agreements. Upon consummation of the transactions contemplated by Sections 1(a) and (b) above, all Liens granted by the Company and the Subsidiary Guarantors to Schottenfeld as agent for itself and the other Holders under the Security Documents shall automatically be released, and the Company may, at the Company’s expense, on behalf of Schottenfeld, as agent, file UCC-3 termination statements in each jurisdiction where Schottenfeld caused financing statements to be filed to evidence such Liens. In addition, each Holder agrees, at the cost and expense of the Company, to execute such further documents and take such further steps as the Company may reasonably request to evidence the termination of such Liens and the termination of the Security Documents and guarantees of the Subsidiary Guarantors.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

i. [REDACTED]

ii. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

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■ [REDACTED]

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[REDACTED]

[signature page follows]

IN WITNESS WHEREOF, the parties have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

COMPANY:

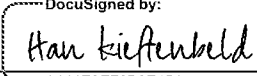
AMYRIS, INC.

DocuSigned by:

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

SUBSIDIARY GUARANTORS

AMYRIS CLEAN BEAUTY, INC.

DocuSigned by:

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

AMYRIS FUELS, LLC

DocuSigned by:

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

AB TECHNOLOGIES LLC


DocuSigned by:

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

HOLDERS:

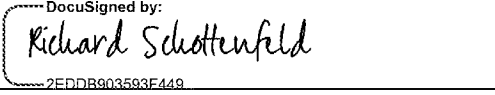
SCHOTTENFELD OPPORTUNITIES FUND II, L.P.

By: Winchester Holdings, L.L.C., its general partner

By: 
Name: Richard Schottenfeld
Title: Manager

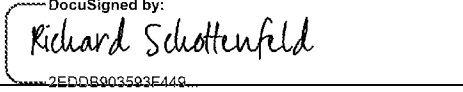
KOYOTE TRADING, LLC.

By: Koyote Capital Group, LLC, its manager

By: 
Name: Richard Schottenfeld
Title: Manager

PHASE FIVE PARTNERS, LP

By: Phase Five Holding, LLC, its general partner

By: 
Name: Richard Schottenfeld
Title: Manager