

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICROBIA, INC.	07/29/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DSM IP ASSETS B.V.
<b>Street Address:</b>	Het Overloon 1
<b>City:</b>	Heerlen
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	6411 TE
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12903938
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	2005862-0068
<b>NAME OF SUBMITTER:</b>	Brenda Herschbach Jarrell
<b>Total Attachments: 3</b> source=2011-07-29_Executed_Assignment#page1.tif source=2011-07-29_Executed_Assignment#page2.tif source=2011-07-29_Executed_Assignment#page3.tif	

OP \$40.00 12903938

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**PATENT**  
**REEL: 026762 FRAME: 0831**

## ASSIGNMENT

WHEREAS, **MICROBIA, INC.**, (hereinafter "ASSIGNOR") of Lexington, MA 02421, is aware of the patent application entitled:

### **PRODUCTION OF CAROTENOIDS IN OLEAGINOUS YEAST AND FUNGI; and**

- ☐ prepared for filing in the United States Patent and Trademark Office; or
- ☒ identified by United States Application Serial No. **12/903,938** filed in the United States Patent and Trademark Office on **February 1, 2011**; or
- ☐ identified by International Patent Application No..                      filed on                      ; and
- ☒ is also aware of the following priority applications:

**U.S. Serial No.: 11/385,580; Filed: March 20, 2006;**

**U.S. Serial No.: 60/663,621; Filed: March 18, 2005.**

WHEREAS **DSM IP Assets B.V.** (hereinafter "ASSIGNEE"), having a usual place of business at **Het Overloon 1, Heerlen, Netherlands 6411 TE**, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby confirms and/or declares that it has sold, assigned, and transferred and/or does hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, its entire right, title, and interest in and throughout the United States of America, its territories, and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above; and hereby confirm that its sale, assignment, and/or transfer is and was effective at least as of the filing date of the patent application and/or priority application. ASSIGNOR'S sale, assignment, and/or transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including to divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment, transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by ASSIGNOR had this sale, assignment and transfer not been made;

AND, ASSIGNOR hereby acknowledges that this Assignment, being of its entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE's selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, ASSIGNOR hereby further agrees for itself and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts ASSIGNOR knows relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, ASSIGNOR further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, ASSIGNOR hereby appoints ASSIGNEE as its common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, ASSIGNOR hereby requests the Director of Patents and Trademarks of the United States to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, ASSIGNOR covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by ASSIGNOR, and that full right to convey the same as herein expressed is possessed by ASSIGNOR.

IN TESTIMONY WHEREOF, ASSIGNOR by its duly authorized representative acting on his own free will have caused this instrument to be duly executed and have hereunto set his hand and affixed his seal on the dates set forth below.

SIGNED this 29<sup>th</sup> day of July, 20 11.

MICROBIA, INC.

By: [Signature]

Name: HUGH WELSH

Title: DIRECTOR

STATE OF New Jersey SS.  
COUNTY OF Morris

Before me this 29<sup>th</sup> day of July, 20 11, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identity which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC

[Signature]  
Name: KATHLEEN E SCHNEIDER  
My Commission Expires: 09/26/2013