

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3277119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JIANGNAN UNIVERSITY AND WUXI NEW WAY FERMENTATION TECHNOLOGY RESEARCH INSTITUTE CO., LTD.	02/20/2014
RECEIVING PARTY DATA	
Name:	PHYTO TECH CORP. D/B/A BLUE CALIFORNIA
Street Address:	30111 TOMAS
City:	RANCHO SANTA MARGARITA
State/Country:	CALIFORNIA
Postal Code:	92688
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13591231
CORRESPONDENCE DATA	
Fax Number:	(617)345-1300
<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:	6173451000
Email:	jbowen@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	100 SUMMER STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110-2131
ATTORNEY DOCKET NUMBER:	070946-082561-US
NAME OF SUBMITTER:	CANDACE M. SUMMERFORD
SIGNATURE:	/Candace M. Summerford/
DATE SIGNED:	03/23/2015
Total Attachments: 5	
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source=Assignment_JU_and_Wuxi_to_Phyto_Tech#page2.tif	
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made on Feb 20, 2014, by and between **Jiangnan University**, of Lihu Campus, No. 1800 Lihu Avenue, Wuxi, Jiangsu, 214122, P.R.C., a public institution duly organized and existing under and by virtue of the laws of China, and **Wuxi NewWay Fermentation Technology Research Institute Co., Ltd.**, of #1105-1107, 11th Floor, Beichuang Science & Technology Innovation Park, No. 401 Xingyuan North, Wuxi, Jiangsu Province China P.C. 214043, a limited liability company duly organized and existing under and by virtue of the laws of China (collectively "Assignor") and **Phyto Tech Corp. d/b/a Blue California**, of 30111 Tomas, Rancho Santa Margarita, California 92688 a corporation duly organized and existing under and by virtue of the laws of the State of California ("Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to transfer certain assets of Assignor, including, without limitation, any inventions patented, unpatented and/or unpatentable, the patents, patent applications and provisional patent applications and the right to claim priority from any such patent applications listed in Schedule A hereto (the "Assigned Patents"); and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents.

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of effectuating and recording the assignment of all right, title and interest in and to the Assigned Patents to Assignee with the patent offices, agencies and registrars in all applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest in and to the Assigned Patents. The foregoing assignment of the Assigned Patents includes the exclusive rights, to (a) apply for and maintain all patents and patent applications, (b) bring actions or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned Patents, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.
2. Acknowledgment. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Patents.

3. Binding Effect: Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Further Assurances. Assignor shall take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Assignment. Subject to the foregoing sentence, from time to time after the date hereof, Assignor shall (a) execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned Patents and (b) provide documents and information useful or necessary for Assignee to prosecute or maintain any issuance, registration or application for issuance or registration of the Assigned Patents, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Assigned Patents.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
6. Notices: Any notice or other communication required or permitted pursuant to this Agreement shall be effective only if it is in writing and delivered personally, by facsimile transmission, by a national overnight courier service or by registered or certified return-receipt mail, postage prepaid addressed as follows:

If to Assignor to:

Jiangnan University, Lihu Campus, No. 1800 Lihu Avenue, Wuxi,
Jiangsu, 214122, P.R.C.

Wuxi NewWay, Biotech Co., Ltd., #1105-1107, 11th Floor, Beichuang
Science & Technology Innovation Park, No. 401 Xingyuan North,
Wuxi, Jiangsu Province China P.C. 214043

If to Assignee to:

30111 Tomas, Rancho Santa Margarita, California 92688

with a copy (which shall not constitute notice) to:

Holly You and Jeannie Boettler, Armstrong Teasdale, 7700 Forsyth
Boulevard, St. Louis, Missouri 63105

or to such other person or address as any such Party may designate by notice
to the other Party. Notice shall be deemed to be given on the date of delivery
when personally delivered, upon receipt of a legible copy when transmitted by
facsimile or five (5) days after posting by certified mail with postage prepaid.

7. Counterparts. This Assignment may be executed in one or more counterparts,
each of which shall be deemed an original, but all of which together shall
constitute one and the same instrument and shall become effective when one
or more counterparts have been signed by each party hereto and delivered to
the other party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed
as of the date first written above by their respective officers thereunto duly authorized.

Jiangnan University

By: _____

Name: _____

Title: _____

Wuxi NewWay Biotech Co., Ltd.

By: _____



Doc# LST01373463

Phyto Tech Corp. d/b/a Blue California

By: _____

Name:

Title:

[Signature Page to the Assignment of Patents]

Doc# US1913774v3



SCHEDULE A**ASSIGNED PATENT APPLICATIONS/GRANTED PATENTS FOR BLUE CAL PATENT FAMILY # 13**

Blue Cal Patent Reference No.	Patent Application No/Granted Patent No Published Patent No	Title	Filing Date/ Grant Date /Publication Date
13	CN20110325488.1	Amycolatopsis Sp. Strain and methods of using same for vanillin production	CN Filing date: 24 October 2011
13	CN102321563B	Amycolatopsis Sp. Strain and methods of using same for vanillin production	CN Grant Date: 3 April 2013
13	US13/591, 231	Amycolatopsis Sp. Strain and methods of using same for vanillin production	US filing date: 22 August 2012
13	US2013/0115667A1	Amycolatopsis Sp. Strain and methods of using same for vanillin production	US Publication date: 9 May 2013