

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3277125

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHYTO TECH CORP. D/B/A BLUE CALIFORNIA	02/21/2014
RECEIVING PARTY DATA		
Name:	BGN TECH LLC	
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City:	RANCHO SANTA MARGARITA	
State/Country:	CALIFORNIA	
Postal Code:	92688	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13591231
CORRESPONDENCE DATA		
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<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>		
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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: 4		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") dated as of February 21, 2014 (the "Effective Date"), is made by and between Phyto Tech Corp. d/b/a Blue California, a California corporation ("Assignor") and BGN Tech LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee entered into a certain Blue Cal Initial IP Contribution Agreement, dated as of February 21, 2014 (the "Blue Cal Initial IP Contribution Agreement"); and

WHEREAS, pursuant to the Blue Cal Initial IP Contribution Agreement, Assignee shall accept and Assignor shall transfer and assign to Assignee all of Assignor's equal and undivided interest in the patents and patent applications set forth on Schedule A, together with all inventions (whether patented, unpatented or unpatentable) and associated invention disclosures, granted or issued patents, reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof and any right to claim priority arising therefrom (the "Patents").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Blue Cal Initial IP Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Patents, including, but not limited to, the rights to (a) bring actions, defend against 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 Patents, (b) apply for, make filings with respect to and maintain all issuances, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Patents.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Patents, including, without limitation, its recordation in relevant state and national patent offices.

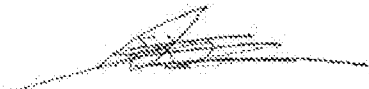
Section 1.4 General Provisions. This Assignment and the Blue Cal Initial IP Contribution Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Blue Cal Initial IP Contribution Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Blue Cal Initial IP Contribution Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Blue Cal Initial IP Contribution Agreement, the terms of the Blue Cal Initial IP Contribution Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Patents beyond those rights provided in the Blue Cal Initial IP Contribution Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law, Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

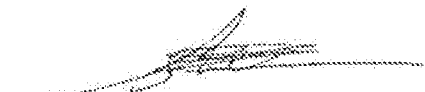
Section 1.6 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

PHYTO TECH CORP. d/b/a BLUE CALIFORNIA
as Assignor

By: 
Name: steven chen
Title: president and CEO

BGS TECH LLC
as Assignee

By: 
Name: steven chen
Title: CEO

[Signature Page to the Patent Assignment Agreement]

DocId: 39842042-14

Patents

Patent No.	Patent Title	Filing Date	Company Product
US 61/899456	High yield biosynthesis of Ferulic Acid from Eugenol using a Plant Dehydrogenase	4 November 2012	Natural Vanillin (NV)
US 61/747,682	High yield biosynthesis of ferulic acid using a modified caffeic acid 3-O-methyltransferase	31 December 2013	Natural Vanillin (NV)
US 61/898961 US Provisional Patent Application	Method of using Lipase for Biosynthetic Production of Cis-3-Hexenol	1 November 2013	Cis-3-Hexenol (CH)
PCT/US13/78328 PCT International Patent Application	Methods of making vanillin via microbial fermentation utilizing Ferulic Acid provided by a modified caffeic acid 3-O-Methyltransferase	30 December 2013	Natural Vanillin (NV)
[CN102321563B] Granted CN patent	Amycolatopsis Sp. strain and methods of using the same for vanillin production	CN priority date is 24 October 2011	Natural Vanillin (NV)
US2013/0115667 A1 Pending US patent application		US Filing date is 22 August 2012	