

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3833090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MERCK SHARP & DOHME CORP.	04/13/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Codexis, Inc.
<b>Street Address:</b>	200 Penobscot Drive
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94063
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61646100
<b>Application Number:</b>	13890944
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)421-8350
<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>	
<b>Email:</b>	careyna.fujimoto@codexis.com
<b>Correspondent Name:</b>	CODEXIS, INC.
<b>Address Line 1:</b>	200 PENOBSCOT DRIVE
<b>Address Line 4:</b>	REDWOOD CITY, CALIFORNIA 94063
<b>ATTORNEY DOCKET NUMBER:</b>	CX2-120USP1/CX2-120US2
<b>NAME OF SUBMITTER:</b>	KAMRIN T. MACKNIGHT
<b>SIGNATURE:</b>	/Kamrin T. MacKnight/
<b>DATE SIGNED:</b>	04/15/2016
<b>Total Attachments: 2</b>	
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## ASSIGNMENT

WHEREAS, **Merck Sharp & Dohme Corp.**, (hereinafter termed "Assignor"), a corporation of the State of New Jersey, having an office at Lincoln Avenue, City of Rahway, State of New Jersey, desires to assign its entire right, title and interest in and to U.S. Application No. 61/646,100, filed on May 11, 2012, U.S. Application No. 13/890,944, filed on May 9, 2013, and International Patent Application No. PCT/US2013/40377, filed on May 9, 2013, entitled "**ENGINEERED IMINE REDUCTASES AND METHODS FOR THE REDUCTIVE AMINATION OF KETONE AND AMINE COMPOUNDS**" and the inventions disclosed therein, and

WHEREAS, **Codexis, Inc.**, a corporation of the State of Delaware (referred to as "Assignee"), having a place of business at 200 Penobscot Drive, Redwood City, CA 94063, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") that claim priority to said application, granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, its entire right, title and interest (a) in and to said applications and said inventions disclosed therein; (b) in and to all rights to claim priority benefit to said applications, in the United States and abroad, pursuant to Title 35 U.S.C., the International Convention for the Protection of Industrial Property, or otherwise; (c) in and to all rights to apply for U.S. and foreign patents on said inventions; (d) in and to any and all applications filed and any and all patents granted on said inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a non-provisional, divisional, substitution, continuation, or continuation-in-part of any of said applications; (e) in and to each and every reissue or reexamination of any of said patents; or (f) in and to extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for

perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said inventions; and (f) for legal proceedings involving said inventions and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS Whereof, said Assignor has executed and delivered this instrument to said Assignee.

Date 4/13/16

  
Merck Sharp & Dohme Corp.

By: \_\_\_\_\_

Name: Iain Dukes, D. Phil.

Senior Vice President

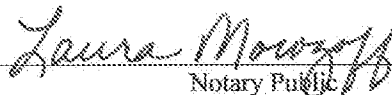
Title: Business Development & Licensing

STATE OF New Jersey }

COUNTY OF Union }

On this 13 day of April, 2016 before me LAURA MOROZOFF personally appeared IAIN DUKES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

[SEAL]

  
Notary Public

LAURA MOROZOFF  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 03/27/2018  
No. 2041498