

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3981192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CELINE SCHIFF-DEB	03/26/2016
JOHN PIECHOCKI	03/28/2016
STACI SPRINGER	03/28/2016
GARRETT SELL	03/28/2016
BRYCE A.R. SULLIVAN	03/31/2016
ADRIENNE MCKEE	05/10/2011
RECEIVING PARTY DATA	
Name:	SOLAZYME, INC.
Street Address:	225 GATEWAY BOULEVARD
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15080458
CORRESPONDENCE DATA	
Fax Number:	(510)663-0920
<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)663-1100
Email:	AMende@WAVSIP.com
Correspondent Name:	ALEXANDRA C. MENDE
Address Line 1:	555 12TH STREET, SUITE 1700
Address Line 4:	OAKLAND, CALIFORNIA 94607
ATTORNEY DOCKET NUMBER:	SOLAP068US-1501A01US
NAME OF SUBMITTER:	YOUNG J. SUH, REG. NO 41, 337
SIGNATURE:	/ Young J. Suh /
DATE SIGNED:	07/27/2016
Total Attachments: 11	

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ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Celine Schiff-Deb, Adrienne McKee, John Piechocki, Staci Springer, Garrett Sell and Bryce A.R. Sullivan hereinafter referred to as "Assignors," are the inventors of the invention(s) described and set forth in the below-identified patent application(s):

Title of Invention: Microalgal Compositions and Uses Thereof
Filing Date: March 24, 2016
Application No: 15/080,458

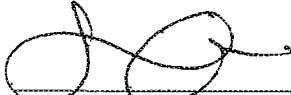
Title of Invention: Microalgal Compositions and Uses Thereof
Filing Date: March 24, 2016
Application No: PCT/US2016/024106

WHEREAS, Solazyme, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 225 Gateway Boulevard, South San Francisco, California 94080, hereinafter referred to as "ASSIGNEE," is desirous of acquiring all of Assignors' right, title, and interest in and to said invention(s) and application(s), the right to file applications on said invention(s), and the right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over unto the Assignee, and Assignees' successors, legal representatives, and assigns, all of the Assignors' right, title, and interest in and to the above-mentioned invention(s) and application(s), the right to file applications on said invention(s), and the right, title and interest in and to any applications, for Letters Patent of the United States or other countries claiming said invention(s), and any and all Letters Patent or Patents of the United States of America and all other countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said application(s), and reissues, reexaminations, patent term adjustments, patent term extensions, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had its sale and assignment not been made,

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said application(s) for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, and opposition proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue, reexamination, or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignors, its successors, legal representatives, and assigns.

IN TESTIMONY WHEREOF, the Assignors have signed their name on the date indicated.

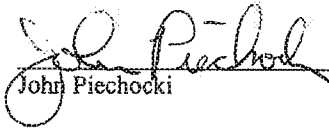


Celine Schiff-Deb

Dated: 3/25/2016

Adrienne McKee

Dated: _____



John Piechocki

Dated: 3/28/16

Staci Springer

Dated: _____

Garrett Sell

Dated: _____

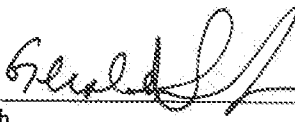


Bryce A.R. Sullivan

Dated: 3/31/16

RECEIVED AND HEREBY ACCEPTED by Assignee:

Date: 01 April 2016



Gerald Suh
Assistant Secretary

ASSIGNMENT OF PATENT APPLICATION

JOINT

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NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over unto the Assignee, and Assignees' successors, legal representatives, and assigns, all of the Assignors' right, title, and interest in and to the above-mentioned invention(s) and application(s), the right to file applications on said invention(s), and the right, title and interest in and to any applications, for Letters Patent of the United States or other countries claiming said invention(s), and any and all Letters Patent or Patents of the United States of America and all other countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said application(s), and reissues, reexaminations, patent term adjustments, patent term extensions, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had its sale and assignment not been made,

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said application(s) for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, and opposition proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue, reexamination, or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignors, its successors, legal representatives, and assigns.

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.....
Celine Schiff-Deb

Dated:

.....
Adrienne McKee

Dated:

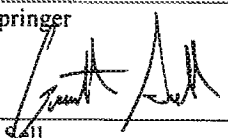
.....
John Piechocki

Dated:

.....
Staci Springer

Dated:

.....
Garrett Sell




Dated: 3/28/16

.....
Bryce A.R. Sullivan

Dated:

RECEIVED AND HEREBY ACCEPTED by Assignee:

Date: 01 APRIL 2016

2016 
Gerald Suh
Assistant Secretary

ASSIGNMENT OF PATENT APPLICATION

JOINT

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NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over unto the Assignee, and Assignees' successors, legal representatives, and assigns, all of the Assignors' right, title, and interest in and to the above-mentioned invention(s) and application(s), the right to file applications on said invention(s), and the right, title and interest in and to any applications, for Letters Patent of the United States or other countries claiming said invention(s), and any and all Letters Patent or Patents of the United States of America and all other countries that have been or may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, renewals, substitutions, conversions, continuations, and continuations-in-part of said application(s), and reissues, reexaminations, patent term adjustments, patent term extensions, prolongations and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had its sale and assignment not been made,

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said application(s) for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, and opposition proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue, reexamination, or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignors, its successors, legal representatives, and assigns.

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Celine Schiff-Deb

Dated: _____

Adrienne McKee

Dated: _____

John Piechocki

Dated: _____



Staci Springer

Dated: 3/28/16

Garrett Sell

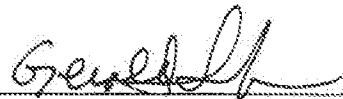
Dated: _____

Bryce A.R. Sullivan

Dated: _____

RECEIVED AND HEREBY ACCEPTED by Assignee:

Date: 01 APR 2016



Gerald Suh
Assistant Secretary

Solazyme, Inc.

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment by Solazyme, Inc. (the "Company"), I hereby agree to the following restrictions placed on my use and development of information, technology, ideas and inventions:

1. Proprietary Information.

(a) **Restrictions on Proprietary Information.** I agree that, during my employment and after, I will comply with the provisions of any nondisclosure or confidentiality agreement I have entered into with the Company and otherwise hold the Proprietary Information (defined below) of the Company in strict confidence and will neither use the information nor disclose it to anyone, except to the extent necessary to carry out my responsibilities as an employee of the Company or as specifically authorized in writing by a duly authorized officer of the Company. I understand that "Proprietary Information" means all information, whether disclosed to or learned or developed by me, pertaining in any manner to the business of the Company or its affiliates, consultants, or business associates, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of my general knowledge prior to my employment by the Company; or (iii) the information is disclosed to me without restriction by a third party who rightfully possesses the information and did not learn of it from the Company. This definition includes, but is not limited to, (A) patents, patent applications, inventions, trade secrets, schematics, gene and protein sequences, genetic engineering strategies, techniques, development tools, processes, computer programs, computer programs, design drawings and manuals, electronic codes, specifications, formulas and improvements; (B) information about costs, profits, markets, sales, customers, and bids; (C) plans for business, marketing, future development and new product concepts, and (D) employee personnel files and information about employee compensation and benefits.

(b) **Third Party Information.** I recognize that the Company has received and will receive confidential or proprietary information from third parties. I have held and will hold all such information in the strictest confidence and have not or will not use the information or disclose it to anyone (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party). I agree to execute such other documents and agreements as are necessary to enable the Company to meet its obligations under contracts between the Company and such third parties.

(c) **Interference with Business.** I acknowledge that pursuit of the activities forbidden by this Section 1(c) would necessarily involve the use or disclosure of Proprietary Information in breach of Section 1, but that proof of such breach would be extremely difficult. To forestall such disclosure, use, and breach, I agree that during my employment with the Company and for a period of one (1) year after termination of my employment with the Company, I shall not directly or indirectly (i) divert or attempt to divert from the Company (or any affiliate) any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers or (ii) solicit, induce, recruit or encourage any person employed by the Company to leave their employment.

2. Inventions.

(a) **Assignment of Invention.** I hereby assign to the Company or its successors and assigns, without further consideration, my entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to all Inventions (defined below). Notwithstanding the foregoing, the Company may, in its discretion, agree to provide consideration for certain Inventions through a written agreement between the Company and the undersigned which specifically provides for such consideration; in all other cases, no consideration shall be paid. The Inventions shall be the sole property of the Company, whether or not copyrightable or patentable. In addition, I agree to maintain adequate and current written records in laboratory notebooks designated by and provided to me by the Company on the development of all inventions, which shall also remain the sole property of the Company. I understand that "Inventions" means all ideas, processes, inventions, technology, designs, formulas, discoveries, patents, copyrights, trademarks and service marks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by me alone or with others except any Inventions excluded in Schedule A and any Inventions that qualify fully as assignable inventions under California Labor Code Section 2876. I understand that Section 2876(a) provides:

Solazyme, Inc.

Revised on 03/13/94

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Any provision in an employment agreement which provides that an employee assigns, shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) Works for Hire. I acknowledge that all original works of authorship ("Works") which are or have been made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to the United States Copyright Act (17 U.S.C. Section 101). I further agree that to the extent that any of the Works are not "works for hire", I hereby assign to Company, its successors and assigns, ownership of all rights, title and interest in and to any and all Works, including ownership of the entire copyright in the Works and all rights associated with the copyright. With respect to any work of visual art, I hereby expressly waive any and all rights of attribution and integrity with respect to any and all uses of the Works.

(c) License for Other Inventions. If, in the course of my employment, with the Company, I incorporate into Company property an invention owned by me or in which I have an interest, the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use and sell my invention as part of and in connection with the Company property.

(d) Assist With Registration. In the event any invention shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, I will assist the Company (at its expense) in obtaining and maintaining letters patent or other applicable registrations and in vesting the Company with full title. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any invention, due to my incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by me.

(e) Disclosure. I agree to disclose promptly to the Company all inventions and relevant records. I further agree to promptly disclose to the Company any idea that I do not believe to be an invention, but that is conceived, developed, or reduced to practice by me (alone or with others) while I am employed by the Company or during the six month period following termination of my employment. I will disclose the idea, along with all information and records pertaining to the idea, and the Company will examine the disclosure in confidence to determine if in fact it is an invention subject to this Agreement.

(f) Post-Termination Period. I acknowledge that because of the difficulty of establishing when any idea, process, invention, writing, discovery, copyright, patent, or trademark or similar item or improvement is first conceived or developed by me, or whether it results from access to Proprietary Information or the Company's equipment, facilities or data, I agree that any idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement shall be presumed to be an invention if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within six months after my termination of employment with the Company. I can rebut the above presumption if I prove that the idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement is not an invention covered by this Agreement.

3. Former or Coexisting Agreements.

(a) Former Agreements. I represent and warrant that my performance of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me prior to my employment by the Company. I have listed in Schedule A all other agreements concerning proprietary information or inventions to which I am a party and attached copies of any agreements in my possession. To the best of my knowledge, there is no other contract

Siteryne, Inc.

Modified on 10/21/04

PAGE 03/06

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between me and any other person or entity that is in conflict with this Agreement or concerns proprietary information, inventions or assignment of ideas.

(b) Obligations During Employment. During my employment with the Company, I will not disclose to the Company, will not use or will not induce the Company to use, any proprietary information or trade secrets of others.

4. Termination.

(a) Return of the Company's Property. I agree to promptly return to the Company upon termination of my employment all Proprietary Information and all personal property furnished to or prepared by me in the course of or incident to my employment. Following my termination, I will not retain any written or other tangible material containing any Proprietary Information or information pertaining to any invention.

(b) Subsequent Employers. I agree that after the termination of my employment with the Company, I will not enter into any agreement that conflicts with my obligations under this Agreement and will inform any subsequent employers of my obligations under this Agreement.

(c) Non-solicitation. In addition to my other obligations under this Agreement, I shall not, for my own benefit or for the benefit of any third party, directly or indirectly, during my employment with the Company and for a period of one (1) year thereafter, solicit or otherwise induce any person employed by or providing services to the Company to terminate his or her employment or service arrangement.

5. Confidential Nature of Work.

I recognize that all details, whether general or specific, related to the technology pursued by the Company, are confidential in nature and constitute Proprietary Information unless the Company specifically indicates otherwise.

6. No Implied Employment Rights.

I recognize that nothing in this agreement shall be construed to imply that my employment is guaranteed for any period of time.

7. Remedies.

I recognize that nothing in this Agreement is intended to limit any remedy of the Company under any federal or state law concerning trade secrets. I recognize that my violation of this Agreement could cause the Company irreparable harm and agree that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement without bond.

8. Miscellaneous Provisions.

(a) Assignment. I agree that the Company may assign to another person or entity any of its rights under this Agreement.

(b) Employee Representations and Warranties. I hereby represent and warrant that (i) to the extent that an element of an invention is conceived, developed, or reduced to practice by me, such element will be my original work or third parties will have executed an assignment or assignments of rights reasonably acceptable to Company to permit the assignment of such element to Company by me; (ii) neither the Invention nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (iii) I will not grant, directly or indirectly, any rights or interest to third parties whatsoever in any invention; and (iv) I have full right and power to enter into and perform this Agreement without the consent of any third party.

(c) Governing Law. This Agreement shall be governed in all respects by the substantive laws of the State of California, without regard to the conflict of laws provisions thereof.

SciSys, Inc.

Modified on 10/21/14

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(c) Severability. If any provision of this Agreement, or application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

(e) Entire Agreement. The terms of this Agreement are the final expression of my agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. I acknowledge that the Company has not made any other representations concerning the subject matter of this Agreement.

(f) Amendment; Waiver. This Agreement can be amended or terminated only by a written agreement signed by both parties. No failure to exercise or delay in exercising any right under this Agreement shall operate as a waiver thereof.

(g) Successors and Assigns. This Agreement shall be binding upon me and my heirs, executors, administrators, and successors, and shall inure to the benefit of the Company and its successors and assigns. Company may assign its rights and duties under this Agreement in whole or in part without my consent.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY NOTED ON SCHEDULE A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION, IDEAS, PROCESSES, INVENTIONS, TECHNOLOGY, WRITINGS, PROGRAMS, DESIGNS, FORMULAS, DISCOVERIES, PATENTS, COPYRIGHTS, OR TRADEMARKS, OR IMPROVEMENTS, RIGHTS, OR CLAIMS RELATING TO THE FOREGOING, THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

Date:

5/10/11

Employee Name

Adrianna E. McKee

Employee Signature

A. E. McKee

Falvey, Inc.

Modified on 10/21/10

PAGE 05/05

TEL 857 831 2168

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SCHEDULE A
EMPLOYEE'S DISCLOSURE

1. Prize Inventions. Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, patent applications, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement.

None.

2. Prize Agreements. Except as set forth below, I am aware of no prize agreements between me and any other person or entity concerning proprietary information or inventions (attach copies of all agreements in your possession):

None.

Date: 5/10/11

Employee Name: Andrew E. McKee

Employee Signature: A. E. McKee

Solarys, Inc.
Acknowledged by: [Signature]
Date: 5/11/2011

Solarys, Inc.

Modified on 10/2/14

PAGE: 05/08

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