

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4093517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNAMIC FOOD INGREDIENTS CORPORATION	08/26/2016
RECEIVING PARTY DATA	
Name:	DFI USA, LLC
Street Address:	1107 HAZELTINE BOULEVARD
Internal Address:	SUITE 470
City:	CHASKA
State/Country:	MINNESOTA
Postal Code:	55318
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	60771549
Application Number:	11482214
Application Number:	13058121
Application Number:	13152849
Application Number:	14775359
Application Number:	61866908
Application Number:	14911810
Application Number:	62204796
CORRESPONDENCE DATA	
Fax Number:	(202)637-5910
<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:	202-637-5600
Email:	stephanie.mcdonough@hoganlovells.com
Correspondent Name:	HOGAN LOVELLS US LLP
Address Line 1:	555 THIRTEENTH STREET N.W.
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	044076-000003
NAME OF SUBMITTER:	GRANT MUNYON

SIGNATURE:	/GRANT MUNYON/
DATE SIGNED:	10/12/2016
Total Attachments: 6 source=DFI - Registered IP Assignment Agreement#page1.tif source=DFI - Registered IP Assignment Agreement#page2.tif source=DFI - Registered IP Assignment Agreement#page3.tif source=DFI - Registered IP Assignment Agreement#page4.tif source=DFI - Registered IP Assignment Agreement#page5.tif source=DFI - Registered IP Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, Dynamic Food Ingredients Corporation, a Washington corporation (“**Assignor**”), owns all right, title and interest in and to (i) the patent applications and patents identified on Schedule A (the “**Patents**”), (ii) the marks identified on Schedule B and the goodwill associated therewith and symbolized thereby (the “**Marks**”) and (iii) certain associated intellectual property and common law rights in and to the Patents and the Marks (together with the Patents and the Marks, the “**IP**”);

WHEREAS, subject to the Agreement (as defined below), Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the IP to DFI USA, LLC, a Delaware limited liability company (“**Assignee**”); and

WHEREAS, subject to the Agreement, Assignor and Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all of the right, title and interest of Assignor throughout the world in and to the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to Assignee, subject to the Agreement (as defined below), all right, title and interest of Assignor throughout the world in and to the IP, the same to be held and enjoyed by Assignee, its successors and assigns.
2. Assignor further assigns to Assignee all of Assignor’s right to sue for and receive all damages accruing from past, present and future infringements of the IP.
3. This intellectual property assignment shall be binding upon Assignor, its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith.
4. This intellectual property assignment is given pursuant to that certain Contribution, Assignment, Assumption and Issuance Agreement by and between Assignor and Assignee and effective as of August 26, 2016 (the “**Agreement**”), and is subject to the terms thereof. This intellectual property assignment shall not be construed to amend the terms of the Agreement nor limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto. This intellectual property assignment is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this intellectual property assignment except to the extent otherwise expressly provided in the Agreement.

Dynamic Food Ingredients Corporation


Signature

Paul Magnotto
Name

Chief Executive Officer and President
Title

August 26, 2016
Date

[Signature Page to Registered IP Assignment Agreement]

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<i>Country</i>	<i>BGL Ref.</i>	<i>Title</i>	<i>Application No.</i>	<i>Filing Date</i>
US	13029-003	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	60/771,549	02/08/06
US	13029-008	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	11/482,214 (2007/0181437)	07/07/06
BR	13029-015	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	PI0621312-0	12/13/06
CA	13029-016	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	2642127	12/13/06
CN	13029-018	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	200680052432	12/13/06
EP	13029-019	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-DK	13029-041	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-FR	13029-042	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-DE	13029-043	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-IT	13029-044	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-NL	13029-045	METHODS FOR THE ELECTROLYTIC PRODUCTION	6845367.9 (1982005)	12/13/06

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<i>Country</i>	<i>BGL Ref.</i>	<i>Title</i>	<i>Application No.</i>	<i>Filing Date</i>
		OF ERYTHROSE OR ERYTHRITOL		
EP-SE	13029-046	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-CH	13029-047	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
EP-GB	13029-048	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	6845367.9 (1982005)	12/13/06
JP	13029-020	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	2008-554231	12/13/06
KR	13029-021	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	10-2008-7021799	12/13/06
RU	13029-022	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHROSE OR ERYTHRITOL	2008135977	12/13/06
PCT	13029-024	METHODS FOR THE ELECTROLYTIC PRODUCTION OF XYLO-PENT-1, 5-DIOSE	PCT/US2009/051897 (WO2010/017059)	07/28/09
US	13029-032	METHODS FOR THE ELECTROLYTIC PRODUCTION OF XYLO-PENT-1,5-DIOSE	13/058,121 (2011/0180418)	07/28/09
US	13029-033 (CIP of -008)	METHODS FOR THE ELECTROLYTIC PRODUCTION OF ERYTHRITOL	13/152,849 (2011/0272291)	06/03/11
PCT	13029-051	METHODS FOR THE ELECTROLYTIC DECARBOXYLATION OF SUGARS	PCT/US14/22689	03/10/14
US	13029-071		14/775,359	09/11/15
AU	13029-072		2014249310	09/21/15
BR	13029-073		BR112015022205-6	09/10/15
CA	13029-074		2904963	09/09/15
CN	13029-075		201480014118.8	09/11/15
EP	13029-076		14779807.8	09/09/15
HK	13029-096		16108531.1	07/19/16
JP	13029-077		2016-501037	09/14/15

<i>Country</i>	<i>BGL Ref.</i>	<i>Title</i>	<i>Application No.</i>	<i>Filing Date</i>	
RU	13029-078		2015139733	09/18/15	
KR	13029-079		2015-7028053	10/07/15	
TH	13029-080		1501005289	09/11/15	
US	13029-049		61/866,908	08/16/13	
US	13029-081		14/911,810	02/12/16	
AU	13029-082		2014306635	02/11/16	
BR	13029-083		BR 11 2016 003144 0	02/15/16	
CA	13029-084	METHODS FOR THE SIMULTANEOUS ELECTROLYTIC DECARBOXYLATION AND REDUCTION OF SUGARS	2,921,238	02/11/16	
CN	13029-085		201480045558.X	02/16/16	
EP	13029-086		EP14836449.0	02/12/16	
GT	13029-087		A2016/35	02/16/16	
IN	13029-088		201617005932	02/19/16	
JP	13029-089		2016-534830	02/15/16	
MX	13029-093		MX/a/2015/002030	02/15/16	
RU	13029-090		2016104920	02/15/16	
KR	13029-091		10-2016-7006682	03/14/16	
TH	13029-092		1601000821	02/15/16	
US	13029-070		METHOD FOR THE PRODUCTION OF 2,4- DIHYDROXYBUTYRIC ACID	62/204,796	08/13/15
PCT	13029-94	PCT/US16/39282		06/24/16	

SCHEDULE B
TRADEMARKS

<i>Country</i>	<i>Matter No.</i>	<i>Mark</i>	<i>Filing Date</i>	<i>Serial No.</i>
US	13029-53	SWEET-E	11/22/13	86/127,114
US	13029-55	SWEET-E	11/22/13	86/127,093
US	13029-56	SWEET-E	11/22/13	86/127,080
CN	13029-58	SWEET-E	05/22/14	15098817
CN	13069-68	SWEET-E	05/22/14	
EPC	13029-59	SWEET-E	05/22/14	012898078
CH	13029-60	SWEET-E	05/21/14	CH56098/2014

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