

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4430450

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SILICON VALLEY BANK	06/20/2015
RECEIVING PARTY DATA		
Name:	LYRIS TECHNOLOGIES, INC.	
Street Address:	401 CONGRESS AVENUE, SUITE 2650	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10348211
CORRESPONDENCE DATA		
Fax Number:	(512)345-7225	
<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:	5123389100	
Email:	heather@tcchlaw.com	
Correspondent Name:	TERRILE, CANNATTI, CHAMBERS & HOLLAND, LLP	
Address Line 1:	P.O. BOX 203518	
Address Line 4:	AUSTIN, TEXAS 78720	
ATTORNEY DOCKET NUMBER:	T00269	
NAME OF SUBMITTER:	KENT B. CHAMBERS	
SIGNATURE:	/Kent B. Chambers/	
DATE SIGNED:	05/25/2017	
Total Attachments: 8		
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MERGER

BY AND BETWEEN

LYRIS, INC.,

&

LY ACQUISITION CORP.

Closing Date: June 22, 2015

CLOSING DOCUMENTS

<u>Document</u>	<u>Tab No.</u>
Lyris Technologies Inc. (Delaware and California)	
Commodore Resources (Nevada), Inc. (Nevada)	
Pay-Off Letter, dated June 17, 2015, from Silicon Valley Bank to the Company, Lyris Technologies Inc. and Commodore Resources (Nevada), Inc.	11
UCC-3 Termination Statements	12
Resignations of the Directors of the Company	13
Company Closing Certificate	14
Buyer Closing Certificate.....	15
Third-Party Consents and Notices	16
Funds Flow Spreadsheet	17
Form of Letters of Transmittal	18
<u>IV. FORMATION AND CAPITALIZATION OF BUYER</u>	
Buyer Certificate of Incorporation, filed on May 1, 2015	19
Consent of Sole Incorporator, dated May 4, 2015	20
Buyer Bylaws	21
Initial Board Consent of Buyer, dated May 4, 2015	22
Accredited Investor Questionnaires	23
Subscription Agreements, dated May 4, 2015	24
Voting & Irrevocable Proxy Agreement, dated May 4, 2015	25
Secured Promissory Note & Security Agreement	26
Direction Letter from Buyer to Sponsor	27
<u>V. CORPORATE APPROVALS</u>	
Buyer Joint Board / Shareholder Consent, dated May 4, 2015.....	28
Resolutions of the Board of Directors of the Company adopted on May 4, 2015	29

Requirement; and (c) the Company need not consult with Buyer in connection with any press release, public statement or filing to be issued or made pursuant to Section 4.3(e) or with respect to any Company Adverse Change Recommendation, Acquisition Proposal or Superior Offer.

5.9 Resignation of Directors and/or Officers. Other than with respect to any officers identified by Buyer in writing to the Company not less than two (2) business days prior to the Closing Date, the Company shall use all reasonable efforts to obtain and deliver to Buyer on or prior to the Effective Time the resignation of the Company's directors and/or officers as required by Section 1.4.

5.10 Takeover Laws; Advice of Changes.

(a) If any Takeover Law may become, or may purport to be, applicable to the transactions contemplated in this Agreement, each of Buyer and the Company shall use their respective reasonable best efforts to take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms and conditions contemplated hereby and otherwise act to lawfully eliminate the effect of any Takeover Law on any of the transactions contemplated by this Agreement.

(b) The Company will give prompt notice to Buyer (and will subsequently keep the other informed on a current basis of any developments related to such notice) upon its becoming aware of the occurrence or existence of any fact, event or circumstance that is reasonably likely to result in any of the conditions set forth in Sections 6.1 and/or 6.2 not being able to be satisfied prior to the End Date. Buyer will give prompt notice to the Company (and will subsequently keep the other informed on a current basis of any developments related to such notice) upon its becoming aware of the occurrence or existence of any fact, event or circumstance that is reasonably likely to result in any of the conditions set forth in Sections 6.1 and/or 6.3 not being able to be satisfied prior to the End Date.

5.11 Section 16 Matters. The Company, and the Company's Board of Directors, shall, to the extent necessary, take appropriate action, prior to or as of the Effective Time, to approve, for purposes of Section 16(b) of the Exchange Act, the deemed disposition and cancellation of shares of Company Common Stock and Company Options in the Transactions contemplated hereby by applicable individuals and to cause such dispositions and/or cancellations to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.12 Payoff of Credit Facility. The Company shall obtain prior to the Closing a payoff letter (the "**Payoff Letter**") for the Loan and Security Agreement effective May 6, 2013 by and among Silicon Valley Bank, the Company, Lyris Technologies, Inc. and Commodore Resources (Nevada), Inc., as amended, and together with all other agreements and arrangements thereunder (the "**Credit Facility**"), which will provide the dollar amount of all Indebtedness required to be paid under the Credit Facility in order to fully pay off the Credit Facility as of the Closing and to release all Encumbrances thereunder upon such payment. Buyer shall pay in full at Closing such amount set forth in the Payoff Letter.

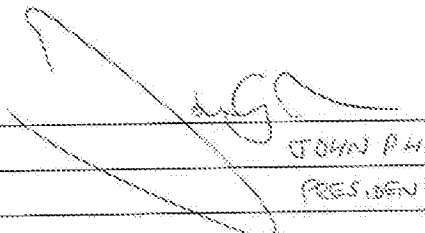
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

LYRIS, INC.

By: _____

Name: _____

Title: _____


JOHN PHILIPIN
PRESIDENT + CEO.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

LY ACQUISITION CORP.

By: 

Name: Andrew J. Price

Title: CEO

[Signature Page to Merger Agreement]



June 17, 2015

Lyris Technologies Inc.
And Commodore Resources (NEVADA), Inc.
And Lyris, Inc.
6401 Hollis Street, Suite 125
Emeryville, CA 94608
Attn: Deborah Eudaley

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of May 6, 2013 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Lyris Technologies Inc. And Commodore Resources (NEVADA), Inc. And Lyris, Inc. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of June 22, 2015 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$ 3,150,000.00
Interest	\$ 10,399.30
Unused Line Fee	\$ 4,245.63
Success Fee	<u>\$ 20,000.00</u>
Total Amount Owning	\$ 3,184,644.93

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$585.42 (Loan Per Diem \$546.88 and ULF Per Diem \$38.54). Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This Pay-Off Letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399
Account No. 0103258570
Reference: **LYRIS TECHNOLOGIES INC. AND COMMODORE RESOURCES
(NEVADA), INC. AND LYRIS, INC.**

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all indebtedness and payment obligations of Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below), shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness and other obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. Upon the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases, termination statements, certificates, instruments, and documents, each in form and substance satisfactory to Borrower, and take any other actions, as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This Pay-Off Letter may be executed and delivered in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Pay-Off Letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: [Signature]
Name: JENNIFER ZAMUDIO
Title: VP

Acknowledged by:
LYRIS TECHNOLOGIES INC.

By: [Signature]
Name: DEAN BOSTON
Title: COO + CEO
Date: 6/20/2015

COMMODORE RESOURCES (NEVADA), INC. /

By: [Signature]
Name: KEVIN MCNEEL
Title: President
Date: 6/20/2015

LYRIS, INC.

By: [Signature]
Name: DEAN BOSTON
Title: COO + CEO
Date: 6/20/2015

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

☐ GLS COLLATERAL - RECEIVED _____