PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4525900

previously r	Assignment to correct the CONVEYING PARTY DATA
	ecorded on Reel 035229 Frame 0707. Assignor(s) hereby JIANGNAN UNIVERSITY AND WUXI NEW WAY ATION TECHNOLOGY RESEARCH INSTITUTE CO., LTD

CONVEYING PARTY DATA

Name	Execution Date
JIANGNAN UNIVERSITY	02/20/2014
WUXI NEW WAY FERMENTATION TECHNOLOGY RESEARCH INSTITUTE CO., LTD.	02/20/2014

RECEIVING PARTY DATA

Name:	PHYTO TECH CORP. D/B/A BLUE CALIFORNIA				
Street Address:	30111 TOMAS				
City:	RANCHO SANTA MARGARITA				
State/Country:	CALIFORNIA				
Postal Code:	92688				

PROPERTY NUMBERS Total: 1

Property Type	Number				
Application Number:	13591231				

CORRESPONDENCE DATA

Fax Number:

(617)345-1300

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.

Phone:	617-345-6057
Email:	nphillips@nixonpeabody.com, bostonpatent@nixonpeabody.com
Correspondent Name:	DAVID S. RESNICK
Address Line 1:	NIXON PEABODY
Address Line 2:	100 SUMMER STREET
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:	07/27/2017		

Total Attachments: 6

source=corrective_assignment-070946-082561-US#page1.tif

source=corrective_assignment-070946-082561-US#page2.tif
source=corrective_assignment-070946-082561-US#page3.tif
source=corrective_assignment-070946-082561-US#page4.tif
source=corrective_assignment-070946-082561-US#page5.tif
source=corrective_assignment-070946-082561-US#page6.tif

503230501 03/23/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3277119

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE: ASSIGNMENT			ASSIGNMENT				
CONVEYING PARTY	DATA						
Name				Execu			
JIANGNAN UNIVERSI TECHNOLOGY RESE		_	NEW WAY FERMENTATION TE CO., LTD.			02/20/2014	
RECEIVING PARTY D	ΑΤΑ						
Name:	PHYT	O TEC	H CORP. D/B/A BLUE CALIFC	RN	IA		
Street Address:	30111	TOMA	AS				
City:	RANC	HO SA	ANTA MARGARITA				
State/Country:	CALIF	ORNIA	4				
Postal Code:	92688						
	29 Total: 1	1					
Property Type			Number				
Application Number:	•	1359 ⁻					
CORRESPONDENCE Fax Number:	DATA	(617)	345-1300				
Correspondence will		o the e	e-mail address first; if that is				
Phone:	n provide		nat is unsuccessful, it will be . 451000	sen	l via 05 im	an.	
Email:			en@nixonpeabody.com				
Correspondent Name):	NIXO	N PEABODY LLP				
Address Line 1:			SUMMER STREET				
Address Line 4: BOST			TON, MASSACHUSETTS 0211	0-21	131		
ATTORNEY DOCKET I	NUMBER:		070946-082561-US				
NAME OF SUBMITTEF	R:		CANDACE M. SUMMERFORI	C			
SIGNATURE:			/Candace M. Summerford/				
DATE SIGNED: 03/23/2015		03/23/2015					
Total Attachments: 5							
source=Assignment_JU							
source=Assignment_JU							
source=Assignment_JU			• = • •				
source=Assignment_JU							
ource=Assignment_JU	_and_wu	xi_to_i	Phyto_Lecn#page5.tlf				

SCHEDULE A

ļ

ASSIGNED PATENT APPLICATIONS/GRANTED PATENTS FOR BLUE CAL PATENT FAMILY # 13

Blue Cal Patent Reference No.	Patent Application No/Granted Patent No Published Patent No	Title	Filing Date/ Grant Date /Publication Date		
13	CN20110325488.1	Amycolatopsis Sp. Strain and methods of using same for vanillin production	CN Filing date: 24 October 2011		
13	CN102321563B	Amycolatopsis Sp. Strain and methods of using same for vanillin production	CN Grant Date: 3 April 2013		
13	US13/591, 231	Amycolatopsis Sp. Strain and methods of using same for vanillin production	US filing date: 22 August 2012		
13	US2013/0115667A1	Amycolatopsis Sp. Strain and methods of using same for vanillin production	US Publication date: 9 May 2013		

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made on Feb 20, 2014, by and between Jiangnan University, of Lihu Campus, No. 1800 Lihu Avenue, Wuxi, Jiangsu, 214122, P.R.C., a public institution duly organized and existing under and by virtue of the laws of China, and Wuxi NewWay Fermentation Technology Research Institute Co., Ltd., of #1105-1107, 11th Floor, Beichuang Science & Technology Innovation Park, No. 401 Xingyuan North, Wuxi, Jiangsu Provice China P.C. 214043, a limited liability company duly organized and existing under and by virtue of the laws of China (collectively "Assignor") and Phyto Tech Corp. d/b/a Blue California, of 30111 Tomas, Rancho Santa Margarita, California 92688 a corporation duly organized and existing under and by virtue of the laws of the State of California ("Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to transfer certain assets of Assignor, including, without limitation, any inventions patented, unpatented and/or unpatentable, the patents, patent applications and provisional patent applications and the right to claim priority from any such patent applications listed in <u>Schedule A</u> hereto (the "Assigned Patents"); and

WHEREAS, Assignor now wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Patents.

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of effectuating and recording the assignment of all right, title and interest in and to the Assigned Patents to Assignee with the patent offices, agencies and registrars in all applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest in and to the Assigned Patents. The foregoing assignment of the Assigned Patents includes the exclusive rights, to (a) apply for and maintain all patents and patent applications, (b) bring actions 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 Assigned Patents, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.
- 2. <u>Acknowledgment</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Patents.

PATENT REEL: 043364 FRAME: 0311

- 3. <u>Binding Effect: Assignment</u>. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4. <u>Further Assurances</u>. Assignor shall take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Assignment. Subject to the foregoing sentence, from time to time after the date hereof, Assignor shall (a) execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned Patents and (b) provide documents and information useful or necessary for Assignee to prosecute or maintain any issuance, registration or application for issuance or registration of the Assigned Patents.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.
- 6. <u>Notices</u>: Any notice or other communication required or permitted pursuant to this Agreement shall be effective only if it is in writing and delivered personally, by facsimile transmission, by a national overnight courier service or by registered or certified return-receipt mail, postage prepaid addressed as follows:

the second

Doca: US1.9137374v3

If to Assignor to:

Jiangnan University, Lihu Campus, No. 1800 Lihu Avenue, Wuxi, Jiangsu, 214122, P.R.C.

Wuxi NewWay, Biotech Co., Ltd., #1105-1107, 11th Floor, Beichuang Science & Technology Innovation Park, No. 401 Xingyuan North, Wuxi, Jiangsu Provice China P.C. 214043

If to Assignee to:

30111 Tomas, Rancho Santa Margarita, California 92688

with a copy (which shall not constitute notice) to:

Holly You and Jeannie Boettler, Armstrong Teasdale, 7700 Forsyth Boulevard, St. Louis, Missouri 63105

or to such other person or address as any such Party may designate by notice to the other Party. Notice shall be deemed to be given on the date of delivery when personally delivered, upon receipt of a legible copy when transmitted by facsimile or five (5) days after posting by certified mail with postage prepaid.

7. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereinto duly authorized.

Jiangnan University Bv: Name: Title: Wuxi NewWay Biotech Co., Ltd. By:

Doc4: US1:9137374v3

PATENT REEL: 043364 FRAME: 0313

Phyto Tech Corp. d/b/a Blue California

By:_

Name: Title:

[Signature Page to the Assignment of Patents]



Dec#: US1:9137374v3

PATENT REEL: 043364 FRAME: 0314

RECORDED: 07/28/2017