

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4901831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZACH SERBER	01/20/2018
ERIK JEDEDIAH DEAN	01/18/2018
SHAWN MANCHESTER	01/17/2018
KATHERINE GORA	01/18/2018
MICHAEL FLASHMAN	01/17/2018
ERIN SHELLMAN	01/17/2018
AARON KIMBALL	01/17/2018
SHAWN SZYJKA	01/17/2018
BARBARA FREWEN	01/17/2018
THOMAS TREYNOR	01/19/2018
KENNETH S. BRUNO	01/17/2018
RECEIVING PARTY DATA	
Name:	ZYMERGEN INC.
Street Address:	5980 HORTON STREET
Internal Address:	SUITE 105
City:	EMERYVILLE
State/Country:	CALIFORNIA
Postal Code:	94608
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15923527
Application Number:	15923543
Application Number:	15923555
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Email:	vjones@cooley.com
Correspondent Name:	COOLEY LLP

Address Line 1:	1299 PENNSYLVANIA AVE
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	ZYMR-001/02 03 04US
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NAME OF SUBMITTER:	DAVID C. HOLLY
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SIGNATURE:	/David C. Holly/
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DATE SIGNED:	04/05/2018
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Total Attachments: 5

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ASSIGNMENT

Zach SERBER, residing at 100 Ebbtide Avenue, #230, Sausalito, CA 94965; **Erik Jedediah DEAN**, residing at 3392 Orchard Valley Lane, Lafayette, CA 94549; **Shawn MANCHESTER**, residing at 278 38th Street, Oakland, CA 94611; **Katherine GORA**, residing at 649 60th Street, Oakland, CA 94609; **Michael FLASHMAN**, residing at 926 15th Street, Eureka, CA 95501; **Erin SHELLMAN**, residing at 812 5th Avenue North, #207, Seattle, WA 98109; **Aaron KIMBALL**, residing at 33 Rosemont Place, San Francisco, CA 94103; **Shawn SZYJKA**, residing at 2160 Blackrock Place, Martinez, CA 94553; **Barbara FREWEN**, residing at 3017 Thompson Avenue, Alameda, CA 94501; **Thomas TREYNOR**, residing at 1370 Ada Street, Berkeley, CA 94702, and **Kenneth S. BRUNO** residing at 1684 Parkside, Walnut Creek, CA 94597 (each referred to as “Assignor”) have made an invention(s) (the “Invention(s)”) set forth in an application for patent of the United States, entitled: **MICROBIAL STRAIN IMPROVEMENT BY A HTP GENOMIC ENGINEERING PLATFORM**, and which is a:

- (1) ☒ **provisional application**
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **62/368,786**, and filed on **July 29, 2016**;
- (2) ☒ **non-provisional application**
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **15/396,230**, and filed on **December 30, 2016**; and/or
- (3) ☒ **PCT application**
 - (a) ☒ bearing Application No. **PCT/US2016/065465**, and filed on **December 07, 2016**.

WHEREAS, **Zymergen Inc.**, a corporation having its principal place of business at 5980 Horton Street, Suite 105, Emeryville, CA 94608 its successors, legal representatives and assigns, (the “Assignee”), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the

Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and

lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: January 20, 2018

By: 
Zach SERBER

Date: January 18, 2018

By: 
Erik Jedediah DEAN

Date: January 17, 2018

By: 
Shawn MANCHESTER

Date: January 18, 2018

By: 
Katherine GORA

Date: January 17, 2018

By: 
Michael FLASHMAN

Date: January 17, 2018

By: 
Erin SHELLMAN

Date: January 17, 2018

By: 
Aaron KIMBALL

Date: January 17, 2018

By: Shawn Szyka
Shawn SZYJKA

Date: January 17, 2018

By: Barbara Frewen
Barbara FREWEN

Date: January 19, 2018

By: Thomas Treynor
Thomas TREYNOR

Date: January 17, 2018

By: Kenneth Bruno
Kenneth S. BRUNO

For and on behalf of **ASSIGNEE**:

Date: January 17, 2018

By: 
Name: **Duane Valz**
Title: **Vice President & General Counsel**
Company: **Zymergen Inc.**