

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6407368

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|---|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | AGRIMETIS, LLC | 09/01/2020 |
| RECEIVING PARTY DATA | | |
| Name: | BASF SE | |
| Street Address: | CARL-BOSCH-STRASSE 38 | |
| City: | LUDWIGSHAFEN AM RHEIN | |
| State/Country: | GERMANY | |
| Postal Code: | 67056 | |
| PROPERTY NUMBERS Total: 8 | | |
| Property Type | Number | |
| Application Number: | 62978005 | |
| Application Number: | 63014768 | |
| Application Number: | 63071619 | |
| Application Number: | 16631963 | |
| Application Number: | 16997133 | |
| Application Number: | 15787448 | |
| Application Number: | 16287290 | |
| Application Number: | 15445254 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (312)474-0448 | |
| <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: | anagelberg@marshallip.com | |
| Correspondent Name: | MARSHALL, GERSTEIN & BORUN LLP | |
| Address Line 1: | 233 SOUTH WACKER DRIVE | |
| Address Line 2: | SUITE 6300 | |
| Address Line 4: | CHICAGO, ILLINOIS 60606 | |
| ATTORNEY DOCKET NUMBER: | 32471/G1000 | |
| NAME OF SUBMITTER: | AUDREY NAGELBERG | |
| SIGNATURE: | /Audrey Nagelberg/ | |

| | |
|---------------------|------------|
| DATE SIGNED: | 11/18/2020 |
|---------------------|------------|

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") having an effective date of September 1, 2020 is entered into by and among:

AgriMetis, LLC, a Delaware limited liability company having its principal office at 10751 Falls Road, Suite 300, Lutherville, MD 21093 USA
("AgriMetis"),

and

BASF SE, a societas Europaea organized under the laws of Germany, and having its principal office at Carl-Bosch-Strasse 38, 67056 Ludwigshafen am Rhein, Germany
("BASF" and together with the AgriMetis, the "Parties").

RECITALS

WHEREAS, AgriMetis, BASF and BASF Corporation, a Delaware corporation, have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement

WHEREAS, AgriMetis owns the Product Patents and associated rights relating to the Products set forth in Exhibit 1.

WHEREAS, AgriMetis desires to assign the Product Patents to BASF, and BASF desires to accept such assignment, subject to the terms of the Asset Purchase Agreement and this Assignment.

WHEREAS, AgriMetis owns and desires to assign to BASF United States Trademark Application Serial Number 88/661,688, filed October 21, 2019, for GLU-L and all issuances, extensions, and renewals thereof, trademarks or trademark applications claiming priority therefrom, and associated rights relating to the Products (collectively, the "Product Trademark") as part of the acquisition of that portion of the ongoing and existing business of AgriMetis to which the Product Trademark pertains, and BASF desires to accept such assignment, subject to the terms of the Asset Purchase Agreement and this Assignment.

WHEREAS, under the terms of the Asset Purchase Agreement, AgriMetis has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and other agreements herein contained, and other good and valuable consideration more particularly set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. AgriMetis hereby irrevocably conveys, transfers, and assigns to BASF and BASF hereby accepts all of AgriMetis' entire right, title, and interest in and to the Product Patents and the Product Trademark, together with all common law rights; trade name rights; goodwill of the business symbolized by the Product Trademark and the identified application therefor; rights of any kind whatsoever of AgriMetis accruing thereunder provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action, and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action, and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present, or future infringements, violations, misuses or misappropriations, breaches or defaults thereof, and the goodwill associated with the Product Patents and the Product Trademark.

2. BASF's Use and Enjoyment. The rights, title, and interest assigned under Section 1 shall be for BASF's own use and enjoyment, and for the use and enjoyment of BASF's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by AgriMetis if this Assignment had not been made.

3. Rights to Record. AgriMetis hereby grants BASF powers of attorney to file this Assignment before the United States Patent and Trademark Office, and any country or countries foreign to the United States, if and where applicable, to effect the assignment of the Product Patents and the Product Trademark hereunder in the name of BASF. AgriMetis hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by BASF. Following the date hereof, AgriMetis shall take such steps and actions, and provide such cooperation and assistance to BASF and its successors, assigns, and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Product Patents and the Product Trademark to BASF or any BASF or successor thereto.

4. No Further Use. AgriMetis hereby covenants and agrees that it shall cease and refrain from all use of all rights, title and interests assigned under Section 1 in all countries of the world as of the date hereof.

5. Entire Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of AgriMetis and BASF with respect to the Product Patents and the Product Trademark. The representations, warranties, covenants, agreements, indemnities, and other provisions contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. This Assignment and the Asset Purchase Agreement contain the entire understanding of the Parties

with respect to the subject matter hereof and supersede all prior oral or written agreements, negotiations, understandings, statements, or proposals with respect to the subject matter hereof and thereof. The Parties have voluntarily agreed to define their rights, liabilities, and obligations respecting the subject matter hereof exclusively in contract pursuant to the express terms and provisions of this Assignment and the Asset Purchase Agreement; and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Asset Purchase Agreement. Furthermore, the Parties each hereby acknowledge that this Assignment and the Asset Purchase Agreement embody the justifiable expectations of sophisticated Parties derived from arm's length negotiations and specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof (to the extent that the application of the laws of another jurisdiction would be required thereby). Each party consents to the non-exclusive jurisdiction of the state and federal courts located in the State of Delaware, for the purpose of resolving any disputes arising in connection with this Agreement, the related agreements, and the transactions contemplated hereby.

7. Further Assurances. Each party shall execute such documents and other papers to take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

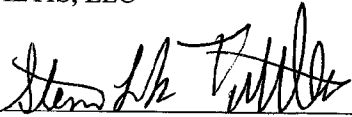
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. All counterparts shall constitute one and the same instrument. Each party may execute this Assignment via a facsimile or transmission of a PDF file of a counterpart of this Assignment. In addition, facsimile or PDF signatures of authorized signatories of any party will be valid and binding and delivery of a facsimile or PDF signature (including those signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) by any party will constitute due execution and delivery of this Assignment.

[The next page is the signature page.]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment
as of the date first above written.

AGRIMETIS:

AGRIMETIS, LLC

By: 

Name: Steven L.K. Tuttle

Title: President and Chief Executive Officer


BASF:

BASF SE

By: 

Name: Rolf Reinecke

Title: Senior Vice President, Global
Strategic Marketing

By: 

Name: Sascha Reichardt

Title: Vice President, Legal Division
General Counsel Agricultural
Solutions

DM3\6922197.1

Exhibit 1
Product Patents

| Country | Filing Date | Application No. | Title | Status | Patent No. | Issue Date |
|-------------------|-------------|------------------|----------------------------------|---------|------------|------------|
| United States | 2016-03-02 | 62/302,421 | Methods for Making L-Glufosinate | Expired | N/A | N/A |
| United States | 2016-05-16 | 62/336,989 | Methods for Making L-Glufosinate | Expired | N/A | N/A |
| United States | 2016-10-26 | 62/413,240 | Methods for Making L-Glufosinate | Expired | N/A | N/A |
| United States | 2017-02-28 | 15/445,254 | Methods for Making L-Glufosinate | Issued | 9,834,802 | 2017-12-05 |
| United States | 2017-10-18 | 15/787,448 | Methods for Making L-Glufosinate | Issued | 10,260,078 | 2019-04-16 |
| United States | 2019-02-27 | 16/287,290 | Methods for Making L-Glufosinate | Allowed | | |
| United States | 2020-08-19 | 16/997,133 | Methods for Making L-Glufosinate | Pending | | |
| PCT | 2017-02-28 | PCT/US17/19871 | Methods for Making L-Glufosinate | Expired | N/A | N/A |
| Argentina | 2017-03-02 | P170100526 | Methods for Making L-Glufosinate | Pending | | |
| Australia | 2017-02-28 | 2017227553 | Methods for Making L-Glufosinate | Pending | | |
| Brazil | 2017-02-28 | BR112018067523-7 | Methods for Making L-Glufosinate | Pending | | |
| Canada | 2017-02-28 | 3,015,081 | Methods for Making L-Glufosinate | Pending | | |
| Chile | 2017-02-28 | 02454-2018 | Methods for Making L-Glufosinate | Pending | | |
| China | 2017-02-28 | 201780022992.X | Methods for Making L-Glufosinate | Pending | | |
| Europe | 2017-02-28 | 17710654.9 | Methods for Making L-Glufosinate | Pending | | |
| Hong Kong | 2017-02-28 | 19125341.8 | Methods for Making L-Glufosinate | Pending | | |
| India | 2017-02-28 | 201817031663 | Methods for Making L-Glufosinate | Pending | | |
| Israel | 2017-02-28 | 261271 | Methods for Making L-Glufosinate | Pending | | |
| Japan | 2017-02-28 | 2018-545871 | Methods for Making L-Glufosinate | Pending | | |
| Republic of Korea | 2017-02-28 | 10-2018-7027804 | Methods for Making L-Glufosinate | Pending | | |
| Mexico | 2017-02-28 | MX/a/2018/010425 | Methods for Making L-Glufosinate | Pending | | |

| Country | Filing Date | Application No. | Title | Status | Patent No. | Issue Date |
|-------------------|-------------|-----------------|---|---------|------------|------------|
| South Africa | 2017-02-28 | 2018/05680 | Methods for Making L-Glufosinate | Issued | 2018/05680 | 2019-11-27 |
| United States | 2017-07-18 | 62/533,944 | Methods for the Purification of L-Glufosinate | Expired | N/A | N/A |
| United States | 2018-04-06 | 62/653,736 | Methods for the Purification of L-Glufosinate | Expired | N/A | N/A |
| United States | 2018-07-17 | 16/631,963 | Methods for the Purification of L-Glufosinate | Pending | | |
| PCT | 2018-07-17 | PCT/US18/42503 | Methods for the Purification of L-Glufosinate | Expired | N/A | N/A |
| Argentina | 2018-07-18 | P180101999 | Methods for the Purification of L-Glufosinate | Pending | | |
| Australia | 2018-07-17 | 2018304177 | Methods for the Purification of L-Glufosinate | Pending | | |
| Brazil | 2018-07-17 | BR1120200011720 | Methods for the Purification of L-Glufosinate | Pending | | |
| Canada | 2018-07-17 | 3,070,104 | Methods for the Purification of L-Glufosinate | Pending | | |
| Chile | 2018-07-17 | 0133-2020 | Methods for the Purification of L-Glufosinate | Pending | | |
| China | 2018-07-17 | 201880055067.1 | Methods for the Purification of L-Glufosinate | Pending | | |
| Europe | 2018-07-17 | 18749987.6 | Methods for the Purification of L-Glufosinate | Pending | | |
| India | 2018-07-17 | 202037001259 | Methods for the Purification of L-Glufosinate | Pending | | |
| Israel | 2018-07-17 | 271990 | Methods for the Purification of L-Glufosinate | Pending | | |
| Japan | 2018-07-17 | 2020-502197 | Methods for the Purification of L-Glufosinate | Pending | | |
| Republic of Korea | 2018-07-17 | 10-2020-700425 | Methods for the Purification of L-Glufosinate | Pending | | |

| Country | Filing Date | Application No. | Title | Status | Patent No. | Issue Date |
|---------------|-------------|------------------|--|---------|------------|------------|
| Mexico | 2018-07-17 | MX/a/2020/000503 | Methods for the Purification of L-Glufosinate | Pending | | |
| Pakistan | 2018-07-17 | 487/2018 | Methods for the Purification of L-Glufosinate | Pending | | |
| South Africa | 2018-07-17 | 2020/00437 | Methods for the Purification of L-Glufosinate | Pending | | |
| United States | 2018-09-05 | 62/727,322 | Methods for Improving Yields of L-Glufosinate | Expired | N/A | N/A |
| PCT | 2019-09-04 | PCT/US19/49467 | Methods for Improving Yields of L-Glufosinate | Pending | | |
| United States | 2019-04-16 | 62/834,675 | Methods for Producing Crystalline L-Glufosinate Ammonium Monohydrate | Expired | N/A | N/A |
| United States | 2020-02-18 | 62/978,005 | Methods for Producing Crystalline L-Glufosinate Ammonium Monohydrate | Pending | | |
| PCT | 2020-04-15 | PCT/US20/28191 | Methods for Producing Crystalline L-Glufosinate Ammonium Monohydrate | Pending | | |
| Argentina | 2020-04-15 | P200101060 | Methods for Producing Crystalline L-Glufosinate Ammonium Monohydrate | Pending | | |
| United States | 2020-04-24 | 63/014,768 | Simplified Methods for Producing Purified L-Glufosinate Ammonium | Pending | | |
| United States | 2020-08-28 | 63/071,619 | Simplified Methods for Producing Purified L-Glufosinate Ammonium | Pending | | |