

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6432112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VERDEZYNE (ABC), LLC	06/07/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CORVAY BIOPRODUCTS GMBH	
<b>Street Address:</b>	AM HAUPTTOR 1	
<b>City:</b>	LEUNA	
<b>State/Country:</b>	GERMANY	
<b>Postal Code:</b>	06237	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9517996
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	jmd@usiplaw.com	
<b>Correspondent Name:</b>	EDELL SHAPIRO & FINNAN LLC	
<b>Address Line 1:</b>	9801 WASHINGTONIAN BLVD.	
<b>Address Line 2:</b>	SUITE 750	
<b>Address Line 4:</b>	GAITHERSBURG, MARYLAND 20878	
<b>ATTORNEY DOCKET NUMBER:</b>	C 10097 US/ 3955.002C	
<b>NAME OF SUBMITTER:</b>	PAUL M. BOOTH	
<b>SIGNATURE:</b>	/Paul M. Booth/	
<b>DATE SIGNED:</b>	12/04/2020	
<b>Total Attachments: 22</b>		
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is entered into as of June 7, 2019 (the "**Effective Date**") among Verdezyne (ABC), LLC, a California limited liability company ("**Seller**"), as assignee for the benefit of Verdezyne, Inc., a Delaware corporation ("**Assignor**"), and Corvay Bioproducts GmbH, a German company ("**Buyer**").

### RECITALS

A. **WHEREAS**, by resolution of Assignor's board of directors and stockholders, Assignor has transferred ownership of all its rights, title and interest in and to all of its tangible and intangible assets ("**Assets**") to Seller, and in so doing has also designated Seller to act, pursuant to Sections 493.010, 493.030(a), 1204, 1204.5, 1800, 1801, and 1802 of the California Code of Civil Procedure, and under other applicable law, as the assignee for the benefit of creditors of Assignor. The General Assignment, dated of June 7, 2018 and effective as of June 7, 2018 ("**General Assignment**") between Assignor and Seller is attached hereto as Exhibit A.

B. **WHEREAS**, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, upon the terms and conditions set forth herein, certain assets of Seller defined in Section 1 below.

C. **WHEREAS**, Seller and Buyer have no prior affiliation and are entering into this Agreement following arms' length negotiations conducted in good faith.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, agreements, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

### AGREEMENT

#### 1. Sale/Purchased Assets.

1.1 Subject to the terms and conditions set forth herein and upon Seller's receipt of the payment and consideration by Buyer as set forth below in Section 4, Seller hereby sells, conveys, assigns and transfers to Buyer all of Seller's right, title and interest in and to certain of the Assets, as more fully listed on Exhibit 1.1 (the "**Purchased Assets**").

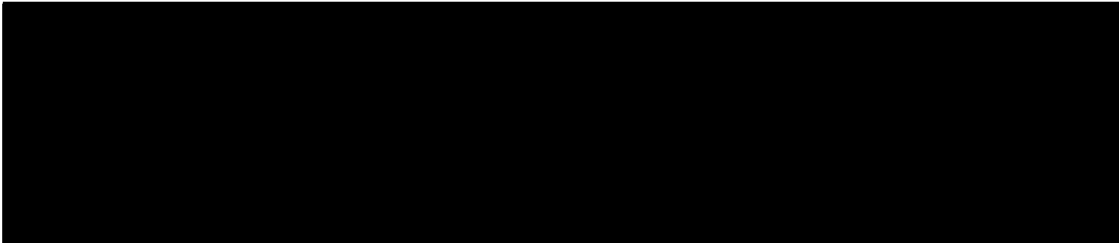
1.2 The Purchased Assets will be sold, assigned, transferred and conveyed to Buyer on the Closing Date on a "AS IS" and "WHERE IS" basis, with no representations or warranties other than those specifically set forth below, and subject to any and all existing pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, "**Encumbrances**").

*Asset Purchase Agreement*

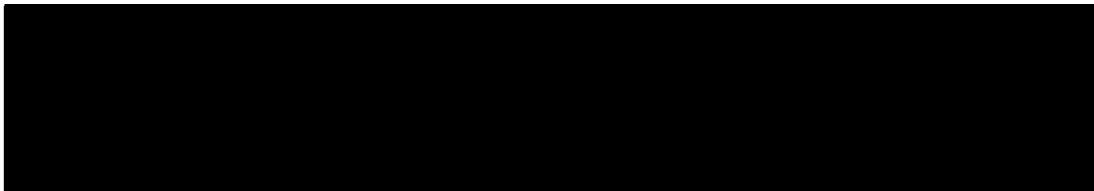
2. **Excluded Assets.**

Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall not include any of the Excluded Assets and the Excluded Assets shall not be transferred to Buyer, but shall be retained by Seller. For purposes of this Agreement, "***Excluded Assets***" shall include but not limited to the following items: (i) all cash, cash, equivalents and uncashed checks received on or before the Closing Date (as defined below); (ii) accounts receivable; (iii) any right that Seller has with respect to deposits, insurance refunds, tax refunds, claims for tax refunds and tax attributes arising prior to the Closing Date; (iv) any prepaid taxes of Seller or Assignor attributable to pre-Closing tax periods; (v) to the extent the transfer contemplated herein is prohibited by any license or other agreement, any software or other licensed products that may be installed on or attached to the Purchased Assets delivered to Buyer; (vi) except as set forth on Exhibit 1.1, any and all rights, title and interest in any litigation, claims, causes of action whether known or unknown, asserted or unasserted, for any action, conduct, or omissions arising prior to the Closing Date; (vii) claims for preference or fraudulent conveyance recoveries under applicable law; (viii) corporate minute books, and other books and records that do not relate to the Purchased Assets; (ix) all existing insurance policies and any rights, claims or interests granted under those policies; (x) the Consideration and any other rights or obligations granted to the Seller under this Agreement.

3. **Assumed/Excluded Liabilities.**



4. **Consideration.**



5. **Closing.**

5.1 The consummation of the purchase and sale of the Purchased Assets by the Buyer (the "***Closing***") shall take place at the offices of the Seller, 12657 Alcosta Boulevard., Suite 500, San Ramon, California 94583 or at such other address designated by Buyer, no later than June 7, 2019, or such other date, place or time as may be agreed upon between the parties (the "***Closing Date***"). If the Closing does not occur on or prior to Closing Date or such later date upon which Buyer and Seller agree in writing, but not later than July 31, 2019, this Agreement shall terminate upon written notice of termination given by either party hereto that is not in default of its obligations hereunder, and thereupon this Agreement shall become null and void and no party

*Asset Purchase Agreement*

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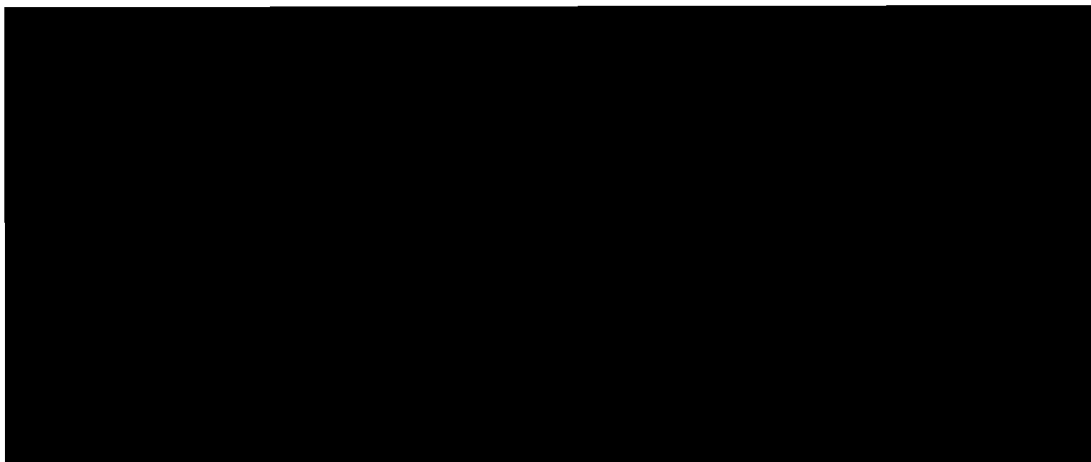
hereto will have any further rights or obligations hereunder, except that Section 9.1 shall survive such termination

5.2 Except as otherwise provided in this Section, upon Closing, (i) title to the Purchased Assets shall pass to Buyer, and (ii) Seller shall execute the following assignments, conveyances and/or bills of sale to convey to Buyer title to all of the Purchased Assets, subject to the Encumbrances, in accordance with Section 1.2 of this Agreement: (i) an assignment and bill of sale (the "**Bill of Sale**"), in the form attached hereto as Exhibit 6.2(i), (ii) a patent assignment agreement (the "**Patent Assignment Agreement**"), in the form attached hereto as Exhibit 6.2(ii), and (iii) such other documents that Buyer reasonably requires in order to effect assignment and transfer of the Purchased Assets.

5.3 Seller shall reasonably cooperate with Buyer's efforts to transfer and to validly assign the Purchased Assets to Buyer on or after Closing and shall assist Buyer by signing such documents or declarations as set forth in Section 5.2(iii) in order to effect assignment and transfer of the Purchased Assets, including by providing Buyer with documents reflecting the valid prior assignment of any and all rights in the Purchased Assets by the relevant inventors to Assignor and, as needed, by Seller signing documents to validly assign rights in such Purchased Assets to Buyer. On or immediately after the Closing Date, Seller shall make available to Buyer for Buyer's possession the Purchased Assets, *provided, however*, that apart from reasonable internal support of Seller and reasonable shipping expenses for the transfer of documents and patent files to Buyer, the expenses of retrieving, removing, and transferring the Purchased Assets, including without limitation all strains and other physical assets set forth on Exhibit 1.1, shall be borne exclusively by Buyer.

5.4 For the avoidance of doubt, upon consummation of the transactions as provided for herein, Seller shall no longer be entitled to utilize the Purchased Assets. Nothing in this Agreement shall be construed, by implication or otherwise, as a grant of any right or license to the Purchased Assets by Buyer to Seller after consummation of the Closing.

6. **Conditions to Closing.**

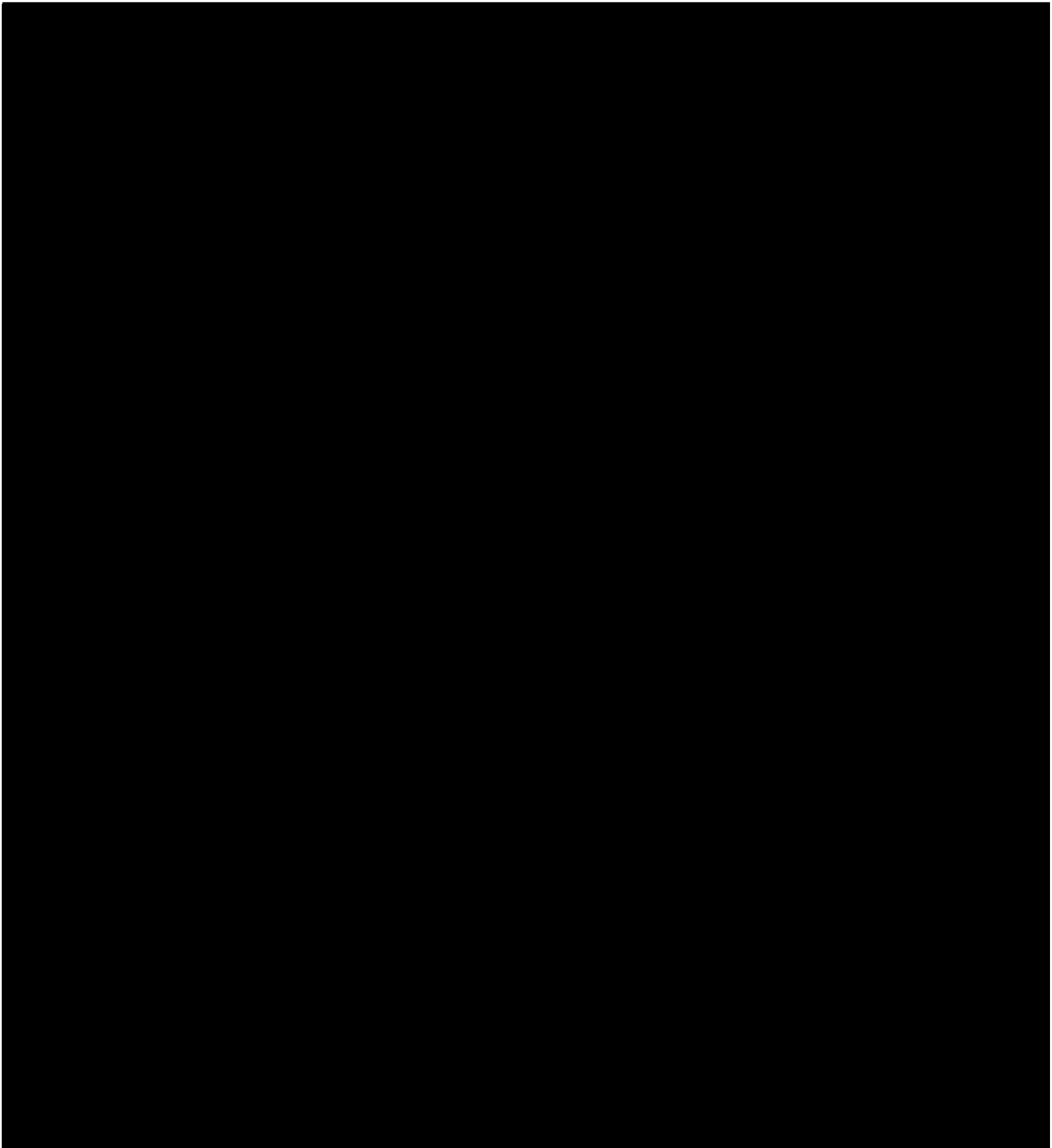


*Asset Purchase Agreement*

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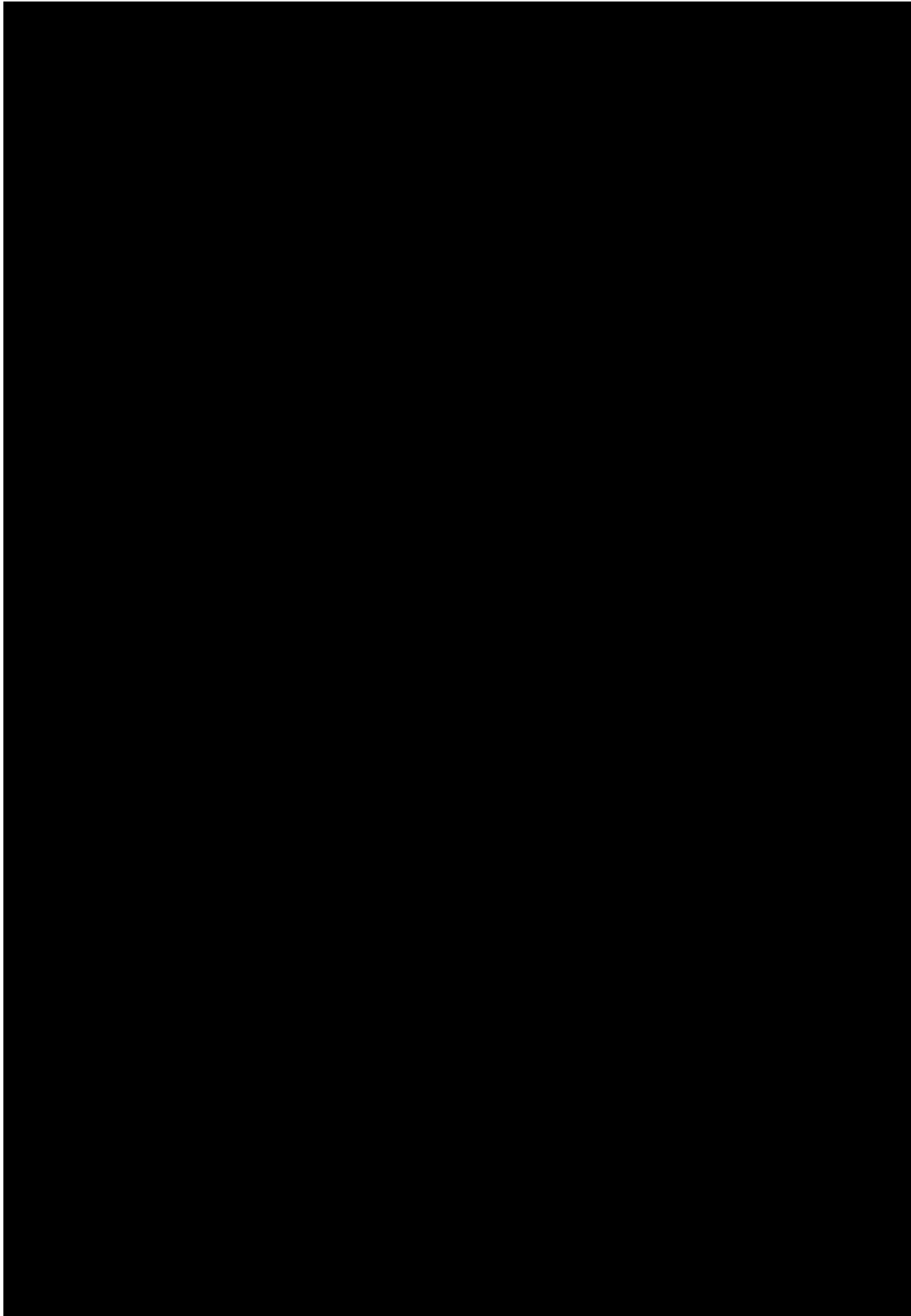


7. Representations and Warranties.



*Asset Purchase Agreement*

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*Asset Purchase Agreement*

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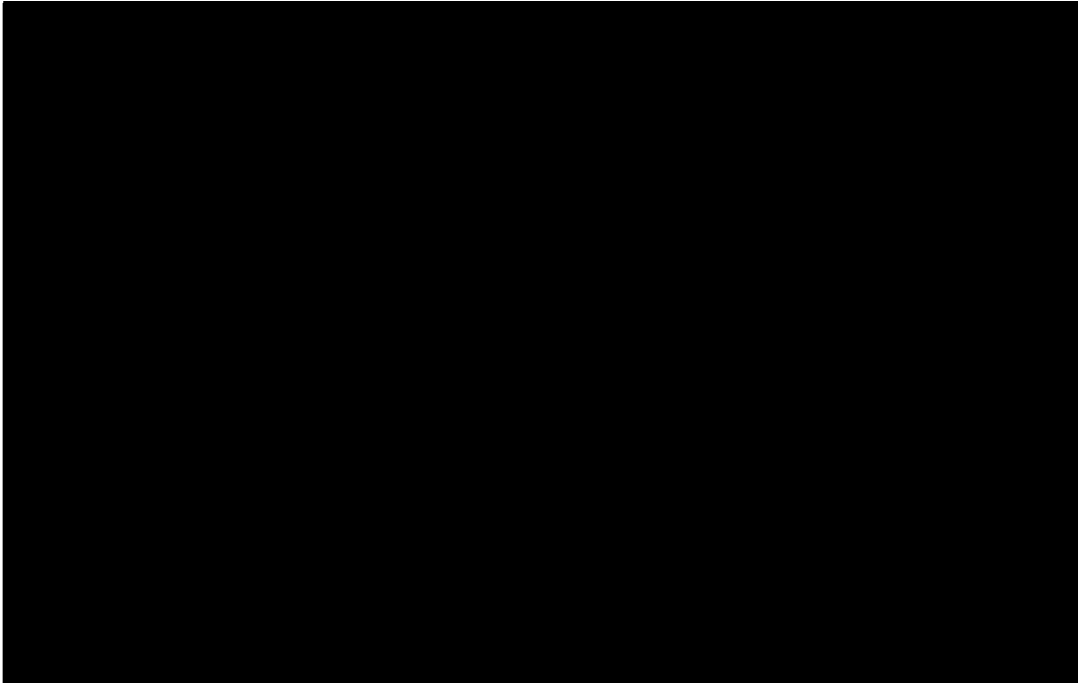
8. CONFIDENTIALITY.

9. COVENANTS OF BUYER.

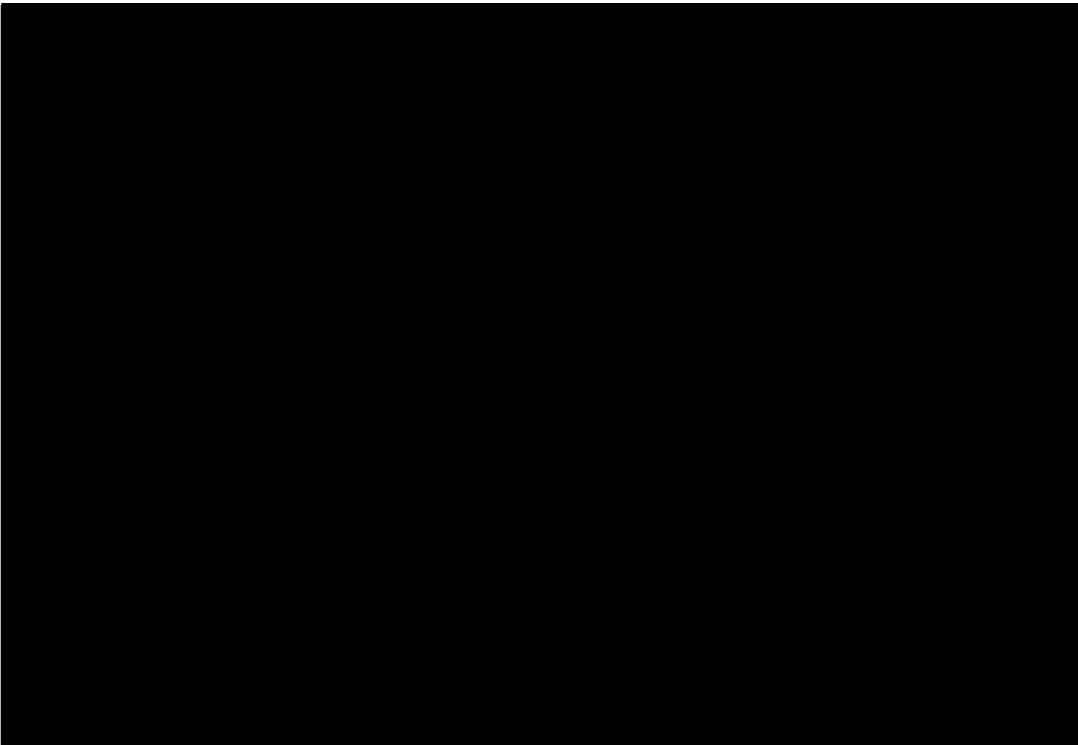
10. COVENANTS OF SELLER.

*Asset Purchase Agreement*

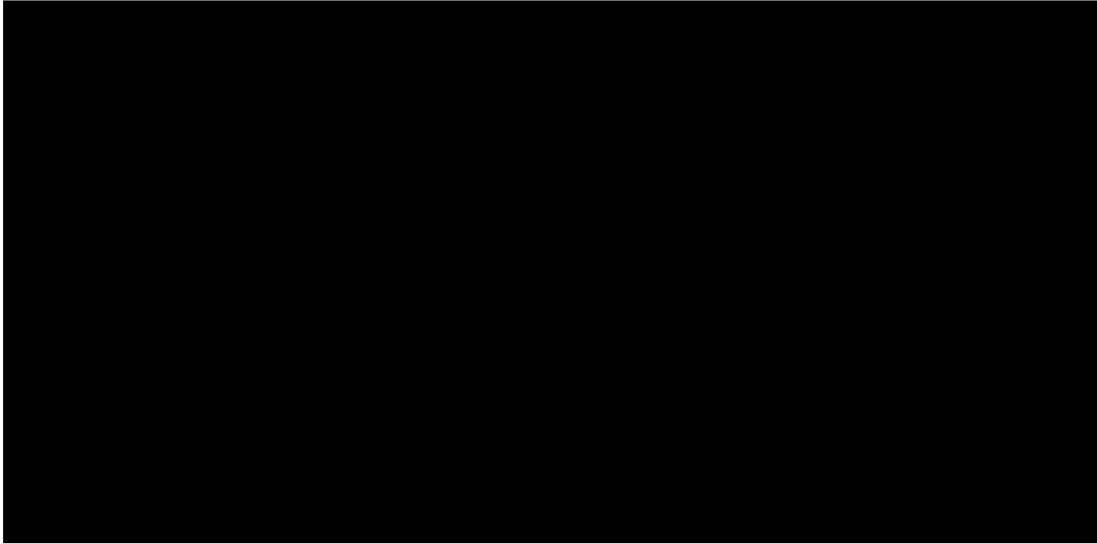




11. SURVIVAL OF WARRANTIES AND INDEMNIFICATION.



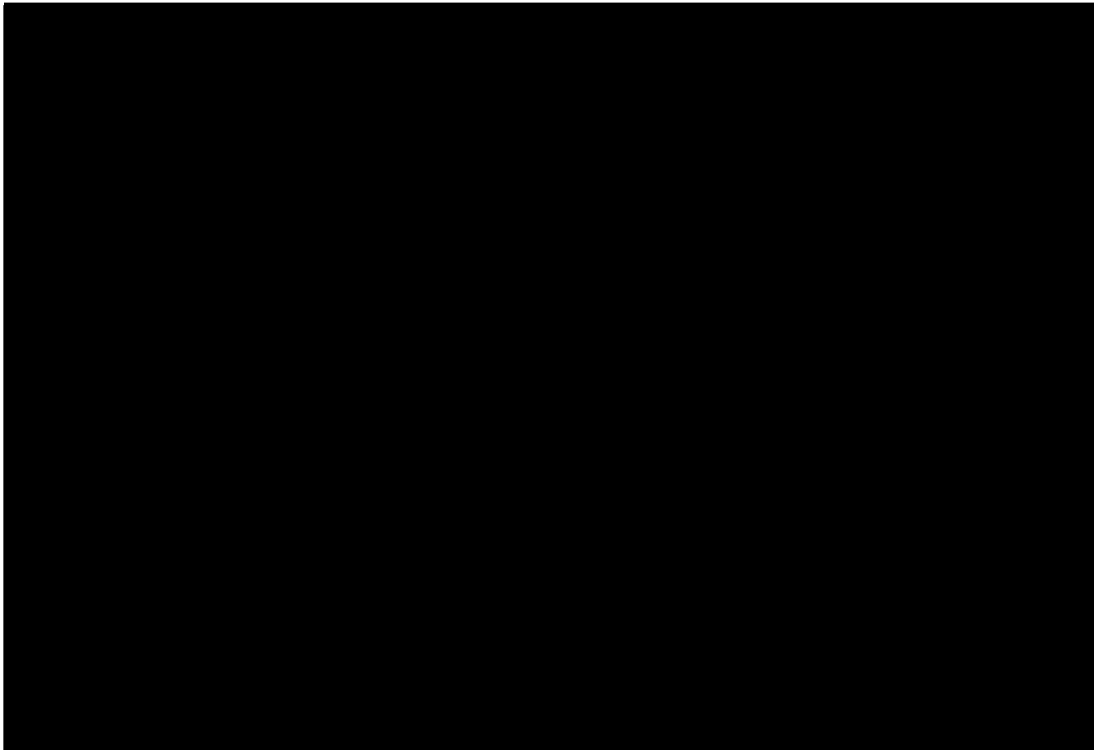
*Asset Purchase Agreement*



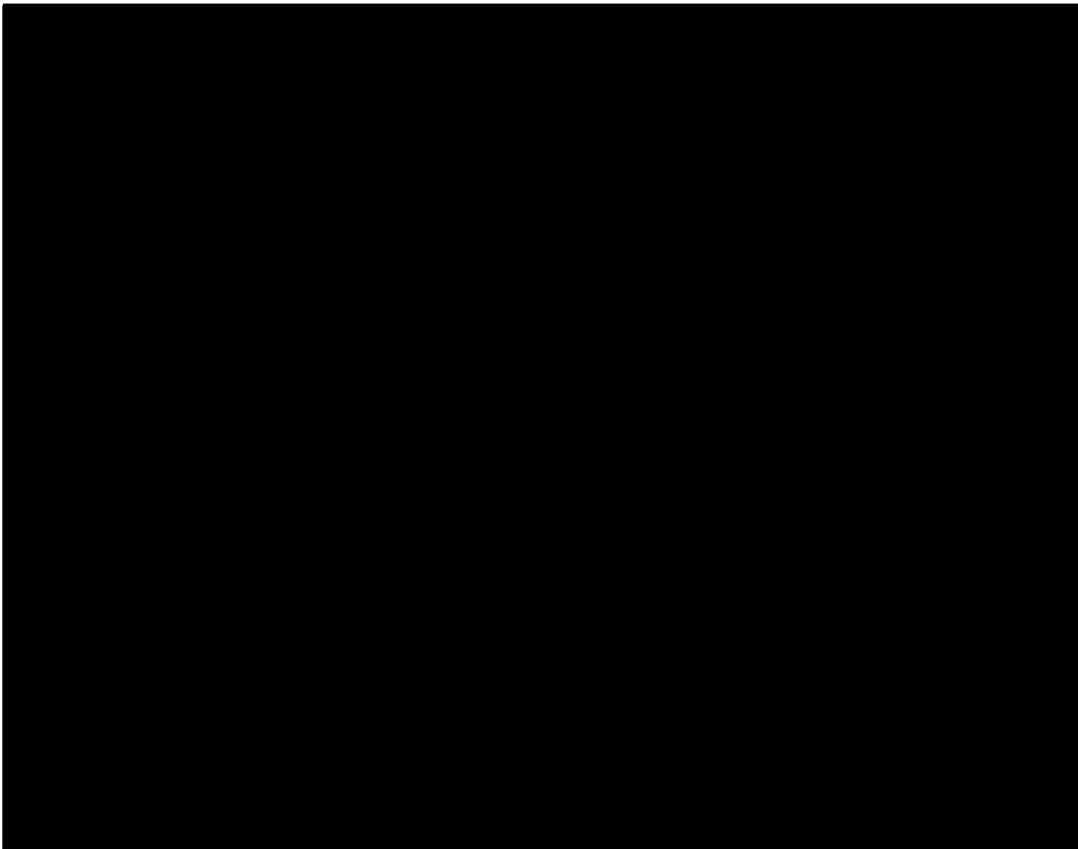
12. Further Assurances.

The Parties hereto agree to assist one another in good faith with respect to the transition of the Purchased Assets to Buyer.

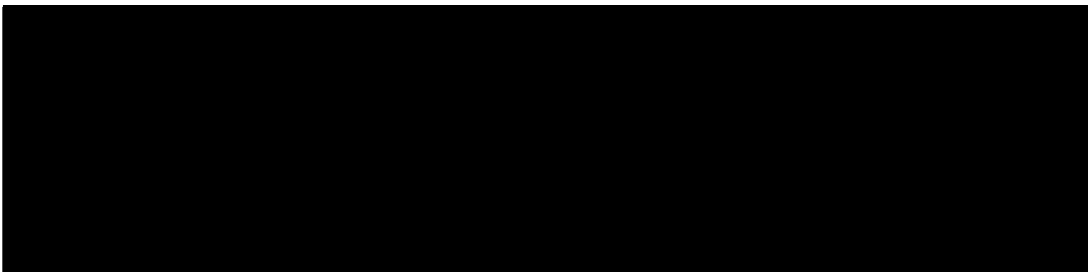
13. AS-IS Sale; Warranty Disclaimer.



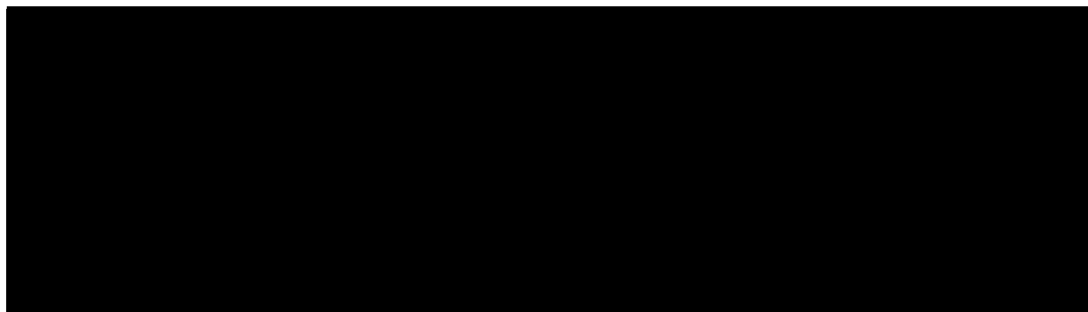
*Asset Purchase Agreement*



14. Limitation of Liability.

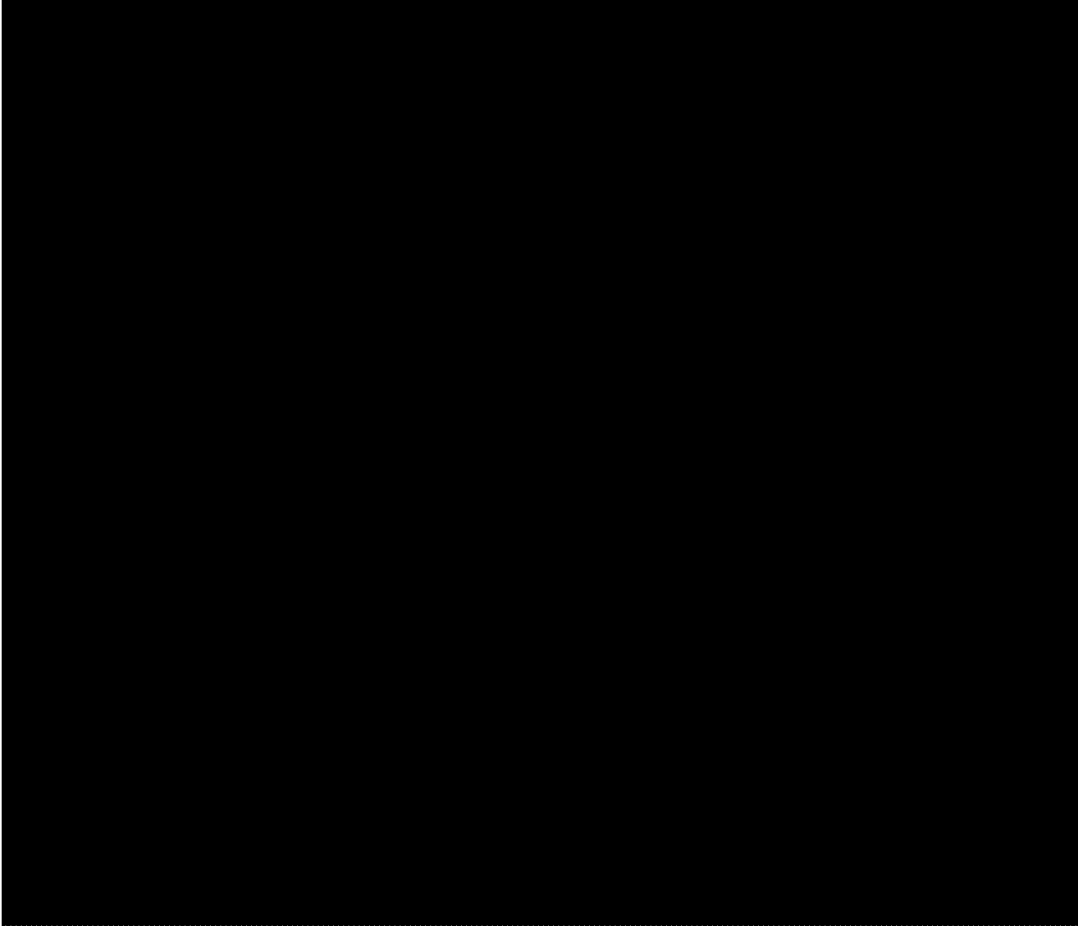


15. Termination of Agreement.

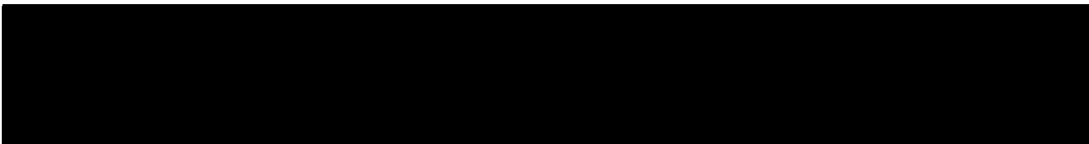


*Asset Purchase Agreement*

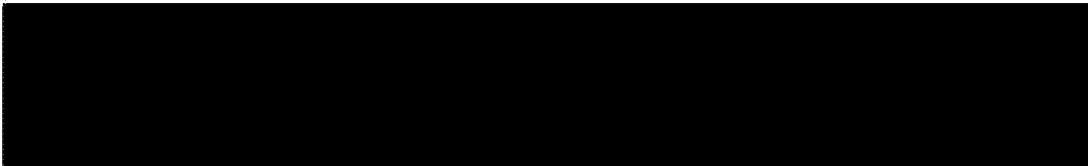
16. Notices.



17. Non-Waiver.



18. Severability.



*Asset Purchase Agreement*

19. Choice of Law.

[REDACTED]

20. Attorney's Fees and Expenses.

[REDACTED]

21. Modifications in Writing.

[REDACTED]

22. Waiver of Jury Trial.

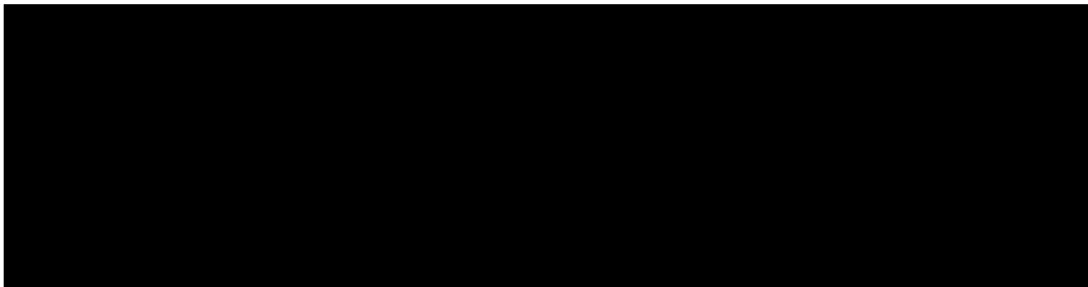
[REDACTED]

23. Submission to Jurisdiction and Selection of Forum.

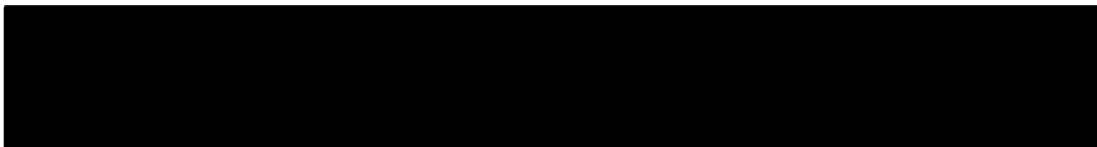
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*Asset Purchase Agreement*

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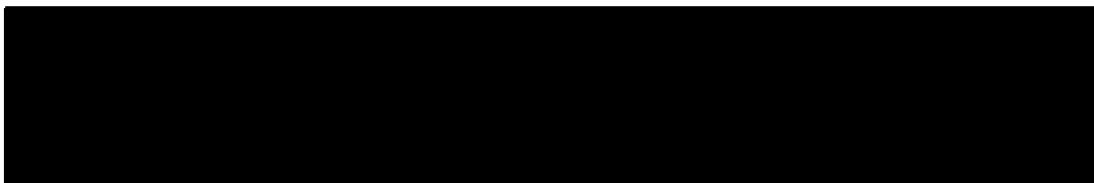
24. Confidentiality.



25. Complete Agreement.

All parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties with regard to its subject matter, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

26. Counterparts/Facsimile Signature.



*(signature page follows)*

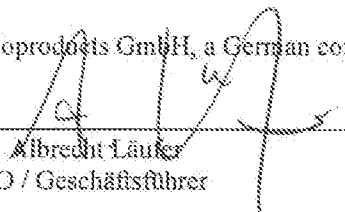
*Asset Purchase Agreement*

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

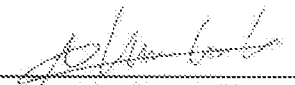
**BUYER:**

Corvay Bioproducts GmbH, a German company

By:   
Name: Dr. Albrecht Läufer  
Title: CEO / Geschäftsführer

**SELLER:**

Verdezyne, (ABC) LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Verdezyne, Inc.

By:   
Name: Andries Verschelden  
Title: Manager

*Asset Purchase Agreement*

**EXHIBIT A**  
**TO ASSET PURCHASE AGREEMENT**

**GENERAL ASSIGNMENT**

Attached

SMRH:479656388.1

Exhibit A – General Assignment

  
**PATENT**  
**REEL: 054588 FRAME: 0150**



## EXHIBIT 1.1

### TO ASSET PURCHASE AGREEMENT

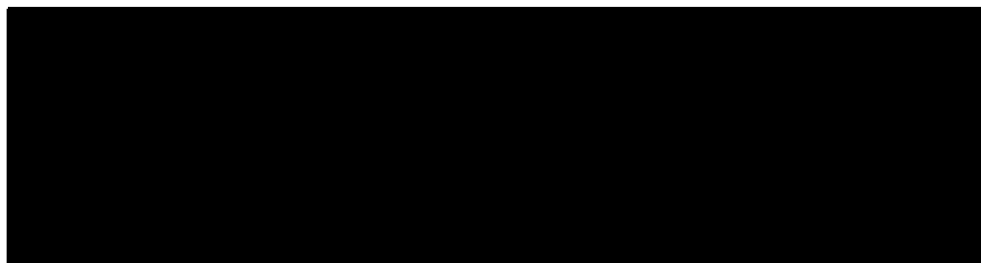
#### PURCHASED ASSETS

*Seller is not making any representation, expressed or implied with regard to the availability of the Purchased Assets due to additional expenses that may be incurred to retrieve them, expressed or implied liens that may be asserted by vendors, former employees or consultants holding inventory, raw materials or other Purchased Assets. Buyer, at its own expense, may elect to pursue such Purchased Assets or use whatever means necessary to obtain them. Although Seller does not have actual knowledge of any such third-party intellectual property, some assets described in this Exhibit may contain third-party intellectual property that may have been licensed by, or otherwise acquired, by Assignor. Buyer acknowledges that Seller may be unable to transfer certain intellectual property belonging to a third party without the express written consent of that third party. In any such event, Seller will reasonably support Buyer as a part of this Agreement in obtaining any consents which may be required. Buyer shall however be in charge for communicating with third parties whose intellectual property may be included in the Purchased Assets.*

#### INTELLECTUAL PROPERTY

All of Seller's right, title and interest, and all of the benefits and privileges, in and to the inventions and discoveries and other intellectual property set forth below, including, without limitation, all related letters patent, applications for letters patent, or similar forms of protection of the United States of America, and all other applications for letters patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications, based in whole or in part upon said intellectual property, inventions or discoveries, or upon said applications, and any and all reissues and extensions of letters patent or similar forms of protection granted for said intellectual property, inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said intellectual property, inventions, discoveries, applications and letters patent:

1.

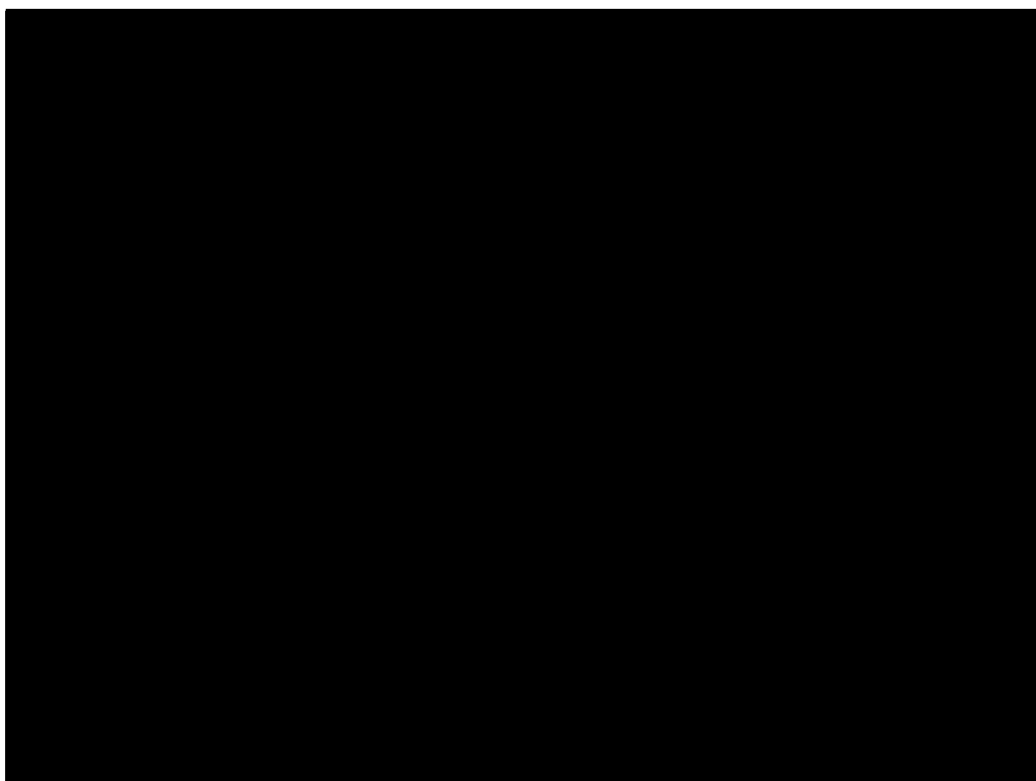


2. Patents and patent applications covering the Gen 1 DDDA Technology Platform:



# VERDEZYNE PATENT & APPLICATION LIST

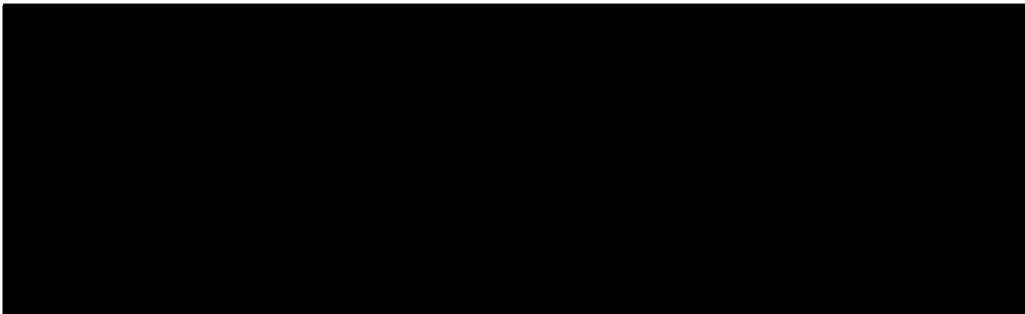
WSGR Client /Matter No.	Status	Application No.	Patent No.	Filing Date	Country
TITLE (707 FAMILY): BIOLOGICAL METHODS FOR PREPARING A FATTY DICARBOXYLIC ACID; VRD-1007					
32188-707/701	Pending	2,895,124		19-Dec-2013	Canada
32188-707/711	Pending	201380073399.X		19-Dec-2013	China (People's Republic)
32188-707/811	Renewal Fee due 19-Jun-2019	13824234.2		19-Dec-2013	European Patent Convention
32188-707/881	Abandoned by Verdezyne 23-Apr-2018	16104440		19-Dec-2013	Hong Kong
32188-707/911	Pending	PI 2015001802		19-Dec-2013	Malaysia
32188-707/9731	Granted, Annuity due 30-Jun-2019	515380638		19-Dec-2013	Saudi Arabia
32188-707/821	Annuity due 19-Jun-2019	11201504837W		19-Dec-2013	Singapore
32188-707/831	ISSUED	14/654,442	9,909,151	19-Jun-2015	United States of America
32188-707/401	Response to Restriction due 02-May-2019 (FINAL)	15/672,581		16-Jan-2018	United States of America
TITLE (711 FAMILY): PURIFICATION OF POLYCARBOXYLIC ACIDS; VRD-1011					
32188-711/711	Pending	2,0158E+11		12-Jun-2015	China (People's Republic)
32188-711/911	Pending	PI 2016002182		12-Jun-2015	Malaysia
32188-711/201	ISSUED	14/738,600	9,517,596	12-Jun-2015	United States of America
TITLE (714 FAMILY): BIOLOGICAL METHODS FOR PREPARING 3-HYDROXYPROPIONIC ACID; VRD-2001					
32188-714/831	Pending	15/958,863		15-Sep-2017	United States of America



SMRH:479656388.1

Exhibit 1.1 – Purchased Assets

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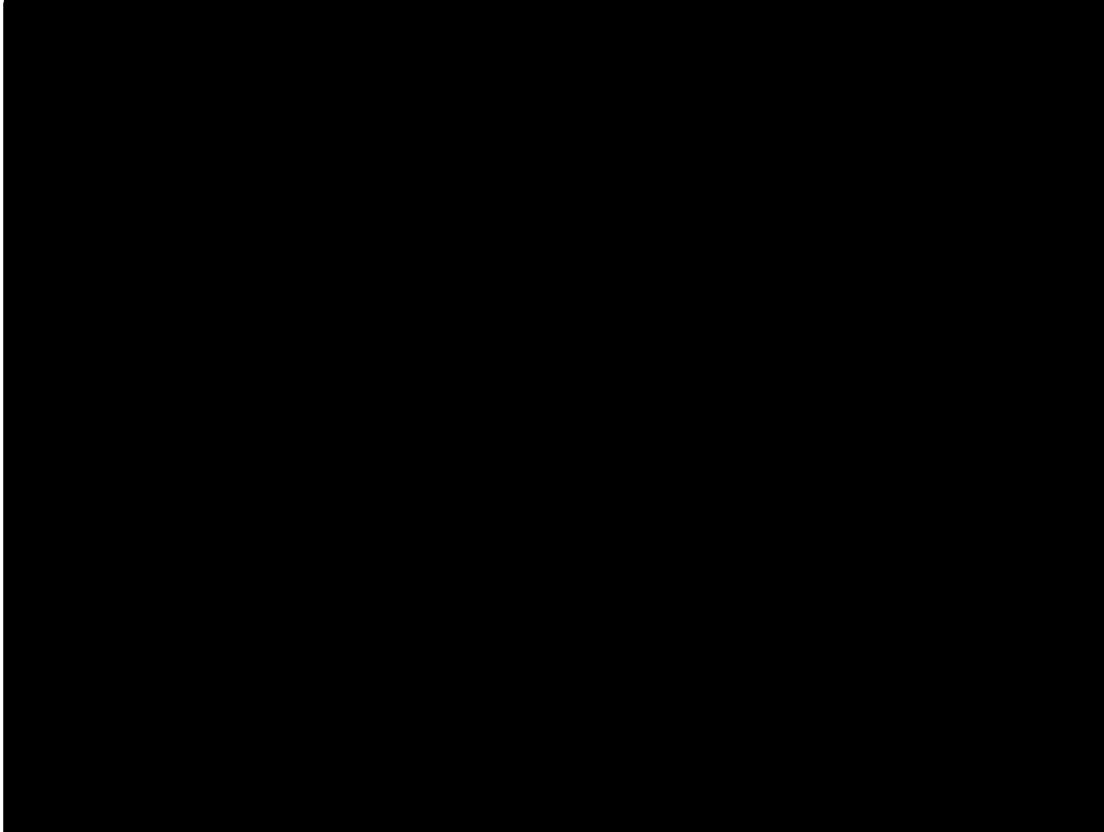


SMRH:479656388.1

Exhibit 1.1 – Purchased Assets

PATENT *Ar*  
REEL: 054588 FRAME: 0153

**EXHIBIT 6.2 (i)**  
**TO ASSET PURCHASE AGREEMENT**  
**ASSIGNMENT AND BILL OF SALE**

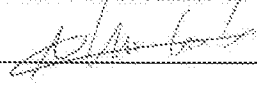


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IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

**SELLER:**

Verdezyne (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Verdezyne, Inc.

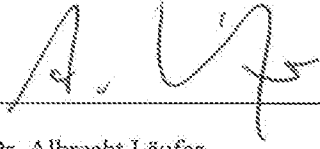
By: 

Name: Andries Verschelden

Title: Manager

**BUYER:**

Corvay Bioproducts GmbH, a German company

By: 

Name: Dr. Albrecht Läufer

Title: CEO / Geschäftsführer

**EXHIBIT 6.2 (ii)**

**TO ASSET PURCHASE AGREEMENT  
PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT is made as of June 7, 2019, by and between Verdezyne (ABC), LLC, a California limited liability company ("Seller"), as Assignee for the Benefit of Creditors of Verdezyne, Inc., a Delaware corporation, and Corvay Bioproducts GmbH, a German company ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of June 7, 2019, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to acquire from Seller, all of Seller's rights, title and interest in all patents and patent applications owned by Seller, including those patents and patent applications identified in Schedule A attached herein ("Assigned Patents"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Seller's right, title and interest in and to the Assigned Patents to Buyer;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller hereby sells, assigns, transfers, and sets over to Buyer, and its lawful successors and assigns, the Seller's entire right, title, and interest throughout the world in and to the Assigned Patents, together with all rights to the inventions described or claimed therein, and all divisions, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority therefrom, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues, thereof and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for any invention disclosed and claimed in any Assigned Patent to Buyer, its successors and assigns, in accordance with the terms of this Patent Assignment Agreement.

2. Seller further assign to Buyer all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits), for infringement or misappropriations of any Assigned Patent, as well as the right to take over and continue any and all existing suits related to any Assigned Patent.

3. This Patent Assignment Agreement is subject to the terms and conditions of the Asset Purchase Agreement and this Patent Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Patent Assignment Agreement in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Patent Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Schedule A**  
**To Patent Assignment Agreement**

**Assigned Patents**

**VERDEZYNE PATENT & APPLICATION LIST**

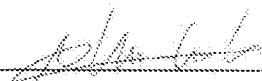
WSGR Client / Matter No	Status	Application No.	Patent No.	Filing Date	Country
<b>TITLE (707 FAMILY): BIOLOGICAL METHODS FOR PREPARING A FATTY DICARBOXYLIC ACID; VRD-1007</b>					
32188-707/701	Pending	2 895, 124		19-Dec-2013	Canada
32188-707/711	Pending	201360073399 X		19-Dec-2013	China (People's Republic)
32188-707/611	Renewal Fee due 19-Jun-2019	13824234 2		19-Dec-2013	European Patent Convention
32188-707/891	Abandoned by Verdezyne 23-Apr-2018	1610 4440		19-Dec-2013	Hong Kong
32188-707/911	Pending	PI 2015001602		19-Dec-2013	Malaysia
32188-707/9731	Granted, Annuity due 30-Jun-2019	5153 50630		19-Dec-2013	Saudi Arabia
32188-707/821	Annuity due 19-Jun-2019	1120 1504837W		19-Dec-2013	Singapore
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32188-707/401	Response to Restriction due 02-May-2019 (FINAL)	15/672, 581		15-Jan-2018	United States of America
<b>TITLE (711 FAMILY): PURIFICATION OF POLYCARBOXYLIC ACIDS; VRD-1011</b>					
32188-711/711	Pending	2 0153E- 11		12-Jun-2015	China (People's Republic)
32188-711/911	Pending	PI 2016002182		12-Jun-2015	Malaysia
32188-711/201	ISSUED	14/738, 600	9 517, 995	12-Jun-2015	United States of America
<b>TITLE (714 FAMILY): BIOLOGICAL METHODS FOR PREPARING 3-HYDROXYPROPIONIC ACID; VRD-2001</b>					
32188-714/31	Pending	15/558, 863		15-Sep-2017	United States of America

SMRH:479656388.1

Exhibit 6.2 (ii)

**SELLER:**

Verdezyne (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of Verdezyne, Inc.

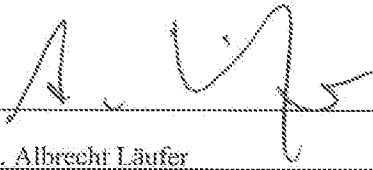
By: \_\_\_\_\_

Name: Andries Verschelden

Title: Manager

**BUYER:**

Corvay Bioproducts GmbH, a German company

By: \_\_\_\_\_

Name: Dr. Albrecht Läufer

Title: CEO / Geschäftsführer

SMIRI-1979656388.1

Exhibit 6.2 (ii)