

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7875846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HERCULES TECHNOLOGY GROWTH CAPITAL, INC.	09/18/2018
OBSIDIAN AGENCY SERVICES, INC.	09/18/2018
MITSUI & CO., LTD.	09/18/2018
RECEIVING PARTY DATA	
Name:	LCY BIOSCIENCES INC.
Street Address:	1201 VIDAL STREET SOUTH
City:	SARNIA
State/Country:	CANADA
Postal Code:	N7T 1M2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9018127
CORRESPONDENCE DATA	
Fax Number:	(514)845-7874
<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>	
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Correspondent Name:	FRÉDÉRIQUE GILLESPIE
Address Line 1:	ROBIC LLP
Address Line 2:	20-630 BOUL RENE-LEVESQUE W
Address Line 4:	MONTREAL, QUEBEC H3B 1S6
ATTORNEY DOCKET NUMBER:	019570-0054
NAME OF SUBMITTER:	FREDERIQUE GILLESPIE
SIGNATURE:	/fji/
DATE SIGNED:	03/30/2023
Total Attachments: 31	
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March 30, 2023

Assignment Recordation Services – Mail Stop
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450
U.S.A.

Re: PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF
HYDROGENATABLE PRECURSORS
U.S. Patent Application: 13/736.229 – Registration: 9.018.127
Applicant/Owner: LCY BIOSCIENCES INC.
O/Ref.: 019570-0054

RELEASE OF SECURITY INTERESTS

Dear Examiner,

There are four security interests on record for the U.S. patent 9.018.127:

1. two in the name of HERCULES TECHNOLOGY GROWTH CAPITAL, INC.: one, dated August 29, 2013, and the second, dated November 22, 2013;
2. one in the name of OBSIDIAN AGENCY SERVICES, INC. dated December 17, 2014; and
3. one in the name of MITSUI & CO., LTD. dated August 11, 2017.

These security interests were put on file by former owners of the above-mentioned U.S. patent.

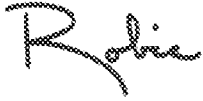
Please find enclosed the Vesting Orders approved by the Commercial Division of the Canadian Superior Court and the U.S. Bankruptcy Court (Chapter 15 Proceedings) transferring ownership of the above patent in favour of LCY BIOSCIENCES INC. (formerly known as 9384-3076 QUÉBEC INC.) For your ease of reference, we also enclose copy of the Asset Purchase Agreement being discussed.

The attention of the Examiner is especially directed to the portions highlighted with arrows, which signify the release of the previous hypotecs or security interests.

Thus, we hereby kindly request the registration of a release of the four Security Interests previously recorded against the above-captioned U.S. patent.

Should you have any question or require further information regarding the above, please communicate with the undersigned.

Yours truly,



ROBIC, LLP
Lawyers, Patent and Trademark Agents
/fgi

Freddie Gillespie
gillespie@robic.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIOAMBER INC.,¹

Debtor in a foreign proceeding.

Chapter 15

Case No. 18-11291 (LSS)

Related Docket Nos. 15, 24

**ORDER (I) RECOGNIZING CANADIAN
SALE ORDER, (II) AUTHORIZING AND APPROVING
SALE OF ASSETS, (III) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS,
AND (IV) GRANTING RELATED RELIEF**

This matter came before the Court on October 9, 2018 (the “Hearing”) upon the *Motion of Foreign Representative for Entry of an Order (I) Recognizing Canadian Sale Order, (II) Authorizing and Approving Sale of Assets, and (III) Granting Related Relief* (the “Motion”).² For the reasons stated on the record at the Hearing, based on the declarations filed in support of the Motion, and for good cause appearing therefor;

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

¹ The last four digits of the Debtor’s federal tax identification number are 1045. The Debtor’s principal offices are located at 1250 René-Lévesque Blvd. West, Suite 4310, Montréal, Québec H3B 4W8, Canada.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. § 1410.

C. This Order constitutes a final and appealable order as set forth in 28 U.S.C. 158(a). Notwithstanding Bankruptcy Rules 6004(h) or 6006(d) this Court finds that there is no reason for delay in the implementation and effectiveness of this Order.

D. Proper, timely, and adequate notice ("Notice") of the Motion and the Hearing was provided to all necessary persons and entities. The Notice was good, sufficient, and appropriate under the particular circumstances, and no other or further notice of the Motion is required.

E. The relief requested in the Motion, including recognition of the Canadian Sale Order and authorization of the sale of the Assets to the Purchaser, is in the best interests of the Debtor, its creditors, and other parties in interest in this chapter 15 case.

F. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, warranted pursuant to sections 105(a), 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, and will not cause any hardship to any party in interest that is not outweighed by the benefits of granting that relief.

G. The terms of the Sale, as set forth in the APA and Canadian Sale Order, were negotiated, proposed, and entered into by the Foreign Representative and the Purchaser in good faith, without collusion, and from arm's length bargaining positions. The Purchaser is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

H. The Purchaser is not an “insider” or “affiliate” of the Foreign Representative or the Company, as such terms are defined in the Bankruptcy Code.

I. The consideration provided by the Purchaser as set forth in the APA and Canadian Sale Order is fair and reasonable and is the highest or otherwise best offer for the Assets, as determined by the Foreign Representative.

J. The transfer of the Assets to the Purchaser will be, as of the closing of the Sale, a legal, valid, and effective transfer of the Assets, which transfer vests or will vest the Purchaser with all right, title, and interest in the Assets.

K. The Foreign Representative has demonstrated (a) good, sufficient, and sound business purposes and justifications for approving the Sale, and (b) compelling circumstances for the Sale outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor’s assets and distributions to its creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Sale of the U.S. Assets and all of the terms and conditions thereof, as set forth in the APA and Canadian Sale Order, are hereby approved.
3. The Canadian Sale Order, a copy of which is attached hereto as Exhibit 1, is hereby recognized and enforced and given full force and effect in the United States and is binding on all persons subject to this Court’s jurisdiction pursuant to sections 1521, 1525, and 1527 of the Bankruptcy Code.

4. The Foreign Representative is authorized, pursuant to sections 363, 1507, 1520, and 1521 of the Bankruptcy Code, to transfer the U.S. Assets to the Purchaser in accordance with the APA and Canadian Sale Order. The Sale shall constitute a legal, valid, and effective transfer of the Debtor's right, title, and interest in the U.S. Assets, notwithstanding any requirement for approval or consent by any person or entity and shall vest the Purchaser with any and all right, title, and interest of the Foreign Representative and the Debtor in and to the U.S. Assets.

5. The transactions contemplated by the Sale are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal, modification, or vacatur by a subsequent order of this Court or any other court of the authorization provided herein of the Sale shall not affect the validity of the Sale to the Purchaser, and notwithstanding any reversal, modification, or vacatur of this Order, the Sale shall be governed in all respects by the original provisions of this Order and the Canadian Sale Order, as the case may be.

6. The Foreign Representative is authorized to perform all of its obligations under and comply with the terms of the Canadian Sale Order and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Canadian Sale Order and this Order.

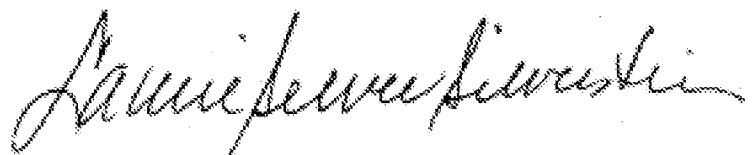
7. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of Mitsui Co., Ltd. or any other party in interest, to object to the allocation of the proceeds of the Sale for distribution purposes, all of which are expressly reserved.

8. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed after the entry of this Order and shall be effective immediately upon entry.

9. The Foreign Representative and the Purchaser are authorized to close the Sale immediately upon entry of this Order.

10. This Court shall retain jurisdiction with respect to the interpretation and enforcement of this Order.

Dated: October 10th, 2018
Wilmington, Delaware



LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

SUPERIOR COURT
(Commercial Division)

C A N A D A
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
N°: 500-11-054564-188
DATE: September 18, 2018

PRESIDING: THE HONOURABLE MICHEL A. PINSONNAULT J.S.C.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED:**

BIOAMBER CANADA INC.
BIOAMBER SARNIA INC.
BIOAMBER INC.
Petitioners

-and-

9384-3076 QUÉBEC INC.
Impleaded Party

-and-

PRICEWATERHOUSECOOPERS INC.
Monitor

-and-

PERSONAL AND MOVABLE REAL RIGHTS REGISTRAR OF QUÉBEC
LAND REGISTRAR OF ONTARIO
ONTARIO PERSONAL PROPERTY REGISTRY
Impleaded Parties

APPROVAL AND VESTING ORDER

- [1] **ON READING** the Petitioners' *Motion for the Issuance of an Approval and Vesting Order with respect to the sale of certain assets* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the *Sixth Report of the Monitor to the Court* (the "**Report**");

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- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of the Monitor's attorneys; and
- [4] **SEEING** that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement dated September 14, 2018 entitled *Asset Purchase Agreement* (as may be amended, modified or supplemented in accordance with this Order, the "**Purchase Agreement**") by and between PricewaterhouseCoopers Inc. (the "**Monitor**") as vendor, solely in its capacity of court-appointed Monitor to the CCAA process of BioAmber Canada Inc., BioAmber Sarnia Inc. and BioAmber Inc. (collectively, the "**Vendors**"), and 9384-3076 Québec Inc. (the "**Purchaser**"), as purchaser, copy of which was filed under seal as Exhibit R-2 to the Motion, and vesting in the Purchaser all of Vendors' rights, title and interests in and to all of the assets described in the Purchase Agreement (the "**Purchased Assets**").

FOR THESE REASONS, THE COURT HEREBY:

- [5] **GRANTS** the Motion.
- [6] **ORDERS** that all capitalized terms in this Order shall have the meaning given to them in the Purchase Agreement unless otherwise indicated herein.

SERVICE

- [7] **ORDERS** and **DECLARES** that any prior time period for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof and.
- [8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

- [9] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the Monitor is hereby authorized and approved, without prejudice to the rights of creditors to object to the allocation of proceeds as among them for distribution purposes.
- [10] **AUTHORIZES** and **DIRECTS** the Monitor to hold the Deposit, and to apply, disburse and/or deliver the Deposit or the applicable portions thereof in accordance with the provisions of any Distribution Order to be rendered.

EXECUTION OF DOCUMENTATION

- [11] **AUTHORIZES** and **DIRECTS** the Purchaser and the Monitor to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in or contemplated

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by the Purchase Agreement (Exhibit R-2), with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to, and any other ancillary document which could be required or useful to give full and complete effect thereto.

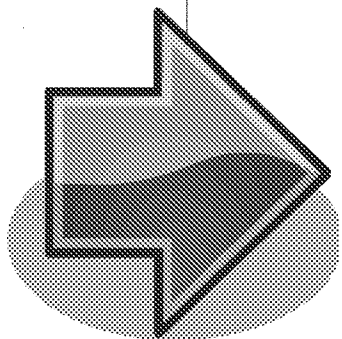
- [12] **ORDERS** that the Monitor is hereby authorized and empowered to execute, assign, issue, endorse, amend all the records, by-laws and corporate statutes of the Vendors, as well as to any documents, contract, register of any nature or kind whatsoever, whether in the Monitor's name or in the name and on behalf of any of the Vendors in order to give effect to this Transaction.

AUTHORIZATION

- [13] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Monitor and the Vendors to proceed with the Transaction and that no other approval or authorization, including any board or shareholder approval, shall be required in connection therewith.
- [14] **ORDERS** and **DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

VESTING OF THE PURCHASED ASSETS

- [15] **ORDERS** and **DECLARES** that upon the issuance of the Monitor's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all rights, titles, benefits, priorities, claims (direct, indirect, absolute or contingent), liabilities, obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts, deemed trusts (whether contractual, statutory, or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, options to purchase, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**") including, without limiting the generality of the foregoing, (i) the Encumbrances listed in paragraph 18 below, (ii) the Encumbrances listed in **Schedule "B"** (the "**Ontario Encumbrances to be Expunged**"), (iii) any and all other hypothecs, security interests or charges evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, the *Personal Property Security Act* (Ontario) (the "**OPPSA**") or any other applicable legislation providing for a security interest in personal or movable property, and (iv) the Administration Charge, the Interim Lender Charge, the Post-Filing Intercompany Advance Charges, the D&O Charge and any and all other charges created by Order of this Court; excluding, however,



PATENT

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the permitted encumbrances contemplated under Section 1.1(vv), subparagraphs (i), (ii), (iii), (iv), (v) and (vi) of the Purchase Agreement (the "**Listed Permitted Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Encumbrances, other than the Listed Permitted Encumbrances, affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Monitor's Certificate.

- [16] **ORDERS** and **DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after issuance thereof.
- [17] **AUTHORIZES** and **DIRECTS** the Monitor to receive and hold the Purchase Price, and to remit the Purchase Price in accordance with the provisions of any Distribution Order to be rendered.

CANCELLATION OF SECURITY REGISTRATIONS

- [18] **ORDERS** that upon the issuance of the Monitor's Certificate, the Monitor and the Vendors shall take all such steps as may be necessary to effect the reduction of the scope of the charged property under the following registrations number in connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations, and **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required forms with a true copy of this Order and the Monitor's Certificate, to register such reductions in respect of these registrations:
 - a) 16-0883207-0001 – Hypothec in favour of Bridging Finance Inc.;
 - b) 13-0891756-0001 – Hypothec in favour of HSBC Bank Canada; and
 - c) 18-0497003-0001 – Security in favour of Comerica Bank *et al.*
- [19] **ORDERS** that upon registration in the Land Registry Office for the Land Titles Division of Lambton No. 25 of an Application for Vesting Order in the form prescribed by the *Land Registration Reform Act* (Ontario), including a law statement confirming that the Monitor's Certificate has been filed, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property legally described in **Schedule "C"** (the "**Ontario Real Property**") hereto in fee simple, and is hereby directed to delete and expunge from title to the Ontario Real Property any and all Encumbrances (other than the Listed Permitted Encumbrances), including, without limiting the foregoing, all of the Ontario Encumbrances to be Expunged listed in Schedule B inasmuch they relate to the Ontario Real Property.
- [20] **ORDERS** that upon the issuance of the Monitor's Certificate, the Monitor and the Vendors shall take all such steps as may be necessary to effect the discharge of all Encumbrances (other than the Listed Permitted Encumbrances) registered against the Purchased Assets, including filing such financing change statements

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under the OPPSA as may be necessary, from any registration filed against the Vendors under the OPPSA, provided that the Monitor and the Vendors shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Monitor and the Vendors shall be authorized to take any further steps by way of further application to this Court.

NET PROCEEDS

- [21] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be remitted to the Monitor and shall be distributed in accordance with applicable legislation and any Distribution Order to be rendered.
- [22] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon issuance of the Monitor's Certificate, all affected Encumbrances (except for the Permitted Encumbrances, as contemplated pursuant to the Purchase Agreement), which shall include, without limiting the generality of the foregoing, the Administration Charge, the Interim Lender Charge, the Post-Filing Intercompany Advance Charges and the D&O Charge, shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the Closing, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to Closing.

PROTECTION OF PERSONAL INFORMATION

- [23] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or any similar provision of any applicable provincial legislation, the Monitor and the Vendors are authorized and permitted to disclose to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

VALIDITY OF THE TRANSACTION

- [24] **ORDERS** that notwithstanding:
- a) the pendency of the proceedings under the CCAA;
 - b) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such petition;
 - c) any application for a receivership order; or

- d) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement authorized by this Order, are to be binding on any trustee in bankruptcy or receiver that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendors, the Purchaser or the Monitor, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

LIMITATION OF LIABILITY

- [25] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [26] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

GENERAL

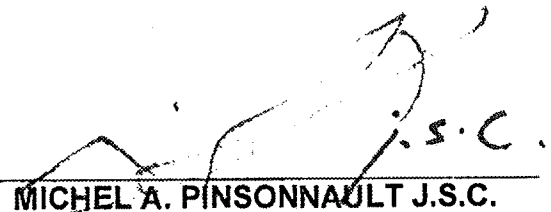
- [27] **DECLARES** that the Monitor and the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge or the reduction (partial release) of the Encumbrances over the Purchased Assets (other than the Permitted Encumbrances).
- [28] **ORDERS** that the Purchase Agreement, the underacted copy of the Purchaser's Letter of Intent dated August 29, 2018, the Appendix C "Confidential bid summary" and the Appendix E "Visolis Transaction APA (unredacted)" of the Report be kept confidential and under seal until the earlier of a) the Closing of the Transaction; or b) further order of this Court.
- [29] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [30] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

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- [31] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
- [32] **ORDERS** the provisional execution of this Order, notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS, save in case of contestation.



MICHEL A. PINSONNAULT J.S.C.

M^{re} Bernard Boucher
(Blake, Cassels & Graydon LLP)
Attorneys for the Petitioners

M^{re} Marc Duchesne
(Borden Ladner Gervais LLP)
Attorneys for the Monitor

M^{re} Luc Morin
(Norton Rose Fulbright Canada LLP)
Attorneys for the Purchaser

Hearing date: September 18, 2018

BIOAMBER CANADA INC.

BIOAMBER SARNIA INC.

BIOAMBER INC.

- and -

9384-3076 QUÉBEC INC.

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 14, 2018

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of September 14, 2018 is made by and between:

PRICEWATERHOUSECOOPERS INC., in its capacity of monitor appointed to the CCAA process of and acting for and in the name of:

BIOAMBER CANADA INC. ("BioAmber Canada")

BIOAMBER SARNIA INC. ("BioAmber Sarnia")

BIOAMBER INC. ("BioAmber US")

(collectively, the "**Vendors**")

- and -

9384-3076 QUÉBEC INC.

(the "**Purchaser**")

RECITALS:

- A. Pursuant to an initial order of the Québec Superior Court (Commercial Division) (the "**Court**") dated May 24, 2018, as amended and restated on June 15, 2018, July 18, 2018 and July 31, 2018 (as the same may be further amended and restated from time to time, the "**CCAA Order**") in the proceedings bearing Court File No. 500-11-054564-188 (the "**CCAA Proceedings**"), BioAmber Canada, BioAmber Sarnia and BioAmber US (collectively, the "**CCAA Parties**" or the "**Vendors**") obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and PricewaterhouseCoopers Inc. was appointed as monitor in the CCAA Proceedings (in such capacity and not in its personal or corporate capacity, the "**Monitor**").
- B. Pursuant to a Petition for Relief dated May 4, 2018, BioAmber US began Chapter 11 proceedings in the United States Bankruptcy Court for the District of Delaware (the "**US Court**") in Case No. 18-11078 (the "**Chapter 11 Proceedings**").
- C. Pursuant to an order of the US Court dated June 20, 2018, the Chapter 11 Proceedings were dismissed, concurrently with the granting of a Chapter 15 Petition to BioAmber US (the "**Chapter 15 Proceedings**").
- D. Pursuant to the CCAA Order, the Vendors were authorized to conduct a sale and investor solicitation process for the property and Business of the Vendors, in accordance with the sale and investor solicitation procedures approved by the Court (the "**SISP**").
- E. Given that no transaction resulted from the SISP, the Vendors were authorized to conduct a liquidation process for the assets of the Vendors, in accordance with the "*Request for Binding Offers*" approved by the Court (the "**Liquidation Process**").

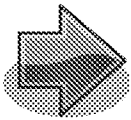
- F. In the context of the Liquidation Process, Visolis, Inc. and LCY Chemical Corp. (collectively, the "**Retained Bidders**") jointly submitted an offer to acquire certain of the assets of the Vendors. A copy of the August 29th offer along with subsequent email confirmation are annexed hereto as Schedule Recital "F", forming part hereof (the "**Offer**").
- G. The Vendors accepted the Offer and a notice of acceptance was issued in this regard on August 31, 2018. A copy of the notice of acceptance is annexed hereto as Schedule Recital "G", forming part hereof (the "**Notice of Acceptance**").
- H. Pursuant to the Offer, the Retained Bidders designated the Purchaser, an entity beneficially owned and ultimately controlled by the Retained Bidders, to acquire the Purchased Assets.
- I. The normal course of operations of the Vendors' plant located in Sarnia (the "**Sarnia Plant**") was interrupted on August 3, 2018, following which date most of the Sarnia Plant Employees were terminated over the period spanning between August 3, 2018 and August 31, 2018.
- J. The Vendors desire to sell, transfer and assign to the Purchaser, and the Purchaser desires to acquire and assume from the Vendors, all of the Vendors' rights, title and interests in and to the Purchased Assets, on the terms and subject to the conditions contained in this Agreement.
- K. The transactions contemplated by this Agreement are subject to the approval of the Court and, if approved, will be consummated pursuant to (a) the Approval and Vesting Order to be entered by the Court in the CCAA Proceedings and (b) the US Recognition Order to be issued by the US Court.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:



- (d) **“Approval and Vesting Order”** means an executory order of the Court issued in the CCAA Proceedings, substantially in the form of Exhibit A, approving the transactions contemplated by this Agreement and vesting in the Purchaser all of the Vendors’ right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances, other than the Permitted Encumbrances.

- (o) **"Closing"** means the completion of the purchase and sale of the Vendors' right, title and interest in and to the Purchased Assets by the Purchaser in accordance with the provisions of this Agreement.
- (p) **"Closing Date"** means the date on which Closing occurs, which date shall be three (3) Business Days following the issuance of the US Recognition Order by the US Court, or such other date as may be agreed to in writing by the Parties.



- (y) **"Encumbrances"** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, rights of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, Taxes, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) and encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

- (dd) **“Intellectual Property”** means all intellectual property and industrial property throughout the world, whether or not registrable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject of a pending application for registration, patent or any other formal protection, including all rights, titles, interests, and benefits in and to (i) trade-marks, service marks, trade dress, corporate, partnership and business names, fictitious names and other trade names, (ii) inventions, patent rights, arts, processes, machines, manufactures, compositions of matter, (iii) works, copyrights, neighbouring rights, moral rights, software and databases, (iv) designs and industrial designs, (v) know-how, trade secrets, proprietary information, formulae, recipes, systems, methods and techniques and related

- (rr) **“Owned Intellectual Property”** means all Intellectual Property owned by the Vendors, including, for greater certainty, the Intellectual Property listed in Schedule 1.1(rr), to the extent said Intellectual Property is owned by the Vendors.

- (aaa) **"Purchased Assets"** means all of the rights and interests of the Vendors in and to the following properties, assets and interests (other than the Excluded Assets):
- (i) the Books and Records, it being understood that the Purchaser will obtain copies at its own costs and that the Vendors will retain the originals;
 - (ii) the Owned Real Property;
 - (iii) the Owned Movable Property; and
 - (iv) the Owned Intellectual Property.

1.7 Schedules and Exhibits. The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule Recital "F"	Offer
Schedule Recital "G"	Notice of Acceptance
Schedule 1.1(rr)	Owned Intellectual Property
Schedule 1.1(ss)	Owned Movable Property
Schedule 1.1(tt)	Owned Real Property

EXHIBITS

Exhibit A	Form of Approval and Vesting Order
Exhibit B	General Conveyances

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE OF ASSETS

2.1 Purchase and Sale. At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Vendors shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors, all of the Vendors' rights, title and interests in and to the Purchased Assets, which Purchased Assets shall be free and clear of all Encumbrances, to the extent and as provided for in the Approval and Vesting Order, other than Permitted Encumbrances.

2.2 Liabilities of Purchaser. As and from the Closing Time, the Purchaser shall assume, take on and perform any and all Liabilities and obligations pertaining to, or arising under, the Purchased Assets having accrued after Closing Time. For purpose of clarity, the Purchaser shall not assume, take on or perform any Liability or obligation pertaining to the Purchased Asset that would have accrued prior to the Closing Time. Unless specifically provided for herein, the Purchaser shall not be liable for any Liability of the Vendors, arising under the Contracts or otherwise, including, for greater certainty, any Liability with respect to the Employees as provided in Section 5.2.

ARTICLE 3 PURCHASE PRICE AND TAXES

(2) the balance of the Purchase Price, after crediting the Deposit (including interest), shall be paid by the Purchaser to the Monitor on behalf of the Vendors on Closing.

3.3 Taxes. (1) In addition to the Purchase Price, the Purchaser shall be liable for all applicable Transfer Taxes.

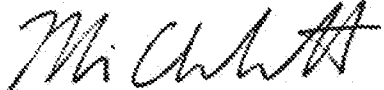
(2) If the Vendors are required by Applicable Law to collect any Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Monitor on Closing, provided that the Vendors delivered a prior written notice to the Purchaser indicating the nature and amount of such Transfer Taxes, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Purchaser shall, in lieu of payment of applicable Transfer Taxes to the Monitor, deliver to the Monitor such certificates, elections, or other documentation required by Applicable Law and prepared to the satisfaction of the Monitor, acting reasonably, to substantiate and effect the exemption claimed by the Purchaser. The Monitor shall timely remit to the relevant Governmental Authority all Transfer Taxes paid by the Purchaser to the Monitor in accordance with Applicable Law.

6.2 Motion for Approval and Vesting Order. The Vendors shall file with the Court a motion seeking the Court's issuance of the Approval and Vesting Order. The Vendors shall diligently use commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order as soon as practicable after the execution and delivery of this Agreement. The Purchaser shall cooperate with the Vendors in their efforts to obtain the issuance and entry of the Approval and Vesting Order. The Purchaser, at its own expense, shall promptly provide to the Vendors and the Monitor all such information within its possession or under its control as the Vendors or the Monitor may reasonably require to obtain the Approval and Vesting Order.

6.3 Motion for Issuance of US Recognition Order. Provided that the Approval and Vesting Order is issued and entered, the Vendors shall, no later than seven (7) Business Days after the issuance of the Approval and Vesting Order, serve and file a motion in the Chapter 15

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

PRICEWATERHOUSECOOPERS INC.
solely in its capacity of court appointed
Monitor to the CCAA process of **BIOAMBER
CANADA INC., BIOAMBER SARNIA INC.**
and **BIOAMBER INC.** and not in any
personal capacity, acting herein for and in
the name **BIOAMBER CANADA INC.,
BIOAMBER SARNIA INC. and BIOAMBER
INC.**

By: 
Name: Mica Arlette
Title: Senior Vice-President

I have authority to bind the corporation.

9384-3076 QUÉBEC INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

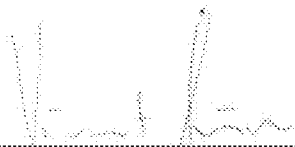
PRICEWATERHOUSECOOPERS INC.
solely in its capacity of court appointed
Monitor to the CCAA process of **BIOAMBER**
CANADA INC., BIOAMBER SARNIA INC.
and **BIOAMBER INC.** and not in any
personal capacity, acting herein for and in
the name **BIOAMBER CANADA INC.,**
BIOAMBER SARNIA INC. and **BIOAMBER**
INC.

By: _____
Name:
Title:

I have authority to bind the corporation.

9384-3076 QUÉBEC INC.

By: 
Name: Deryak Duman
Title: President

By: 
Name: Vincent Laro
Title:

I/We have authority to bind the corporation.

SCHEDULE RECITAL "G" - NOTICE OF ACCEPTANCE

From: mica.arlette@ca.pwc.com
Sent: August-31-18 3:43 PM
To: Deepak Dugar; Deepak Dugar; luc.morin@nortonrosefulbright.com
Cc: claudio.filippone@ca.pwc.com; blain.philippe@ca.pwc.com; emile.liu@ca.pwc.com; Duchesne, Marc
Subject: BioAmber - Notice of acceptance

Luc, Deepak,

Pursuant to the terms of the request for binding offers (the "Terms"), this will confirm that the LCY/Visolis bid has been selected as the Retained Bid for the assets of BioAmber.

As set out in the Terms, BioAmber agrees to complete the transaction contemplated in your bid (inclusive of the points confirmed by our correspondence) (the "Contemplated Transaction") with LCY/Visolis, subject to the issuance of an Approval Order. The terms also provide that LCY/Visolis as the Retained Bidder, BioAmber and the Monitor shall undertake to negotiate in good faith to finalize the definitive agreements necessary to fully implement the Contemplated Transaction (the "Definitive Agreements").

The Retained Bid is be subject to the issuance of a final order from the Court authorizing PwC or BioAmber to enter into the Contemplated Transaction and transferring the Assets to the Retained Bidder free and clear of any hypothecs, liens, priorities and other charges (the "Approval Order"). The motion seeking issuance of the such Order shall not be filed with the Court record before the Definitive Agreements are executed in final form, as confirmed in writing by BioAmber, PwC and the Retained Bidder.

The Terms originally provided that the Closing Date would be August 31, 2018. As discussed in correspondence with you, it is understood that the parties intend to close the transaction shortly after the granting of the Approval Order. It is our intention to seek that order from the Quebec Court on September 18, 2018, so the Definitive Documents will need to be finalized prior to that time. Given that your bid includes the assets of BioAmber Inc., we anticipate that a recognition order of the Approval Order from the U.S. Bankruptcy Court may also be required, but we will discuss this further with you and U.S. counsel.

You will have received the draft APA template that was previously shared with bidders. We will watch for your amended version of that APA to come across.

We'd be happy to arrange a call to discuss all of this further. Happy to have this on Tuesday morning, though I'm generally available over the weekend if needed (but can't speak for others). Please let me know your preference.

Looking forward to working with you further on this transaction!

Regards,
M.

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<http://www.pwc.com/ca>

This e-mail is intended only for the person to whom it is addressed (the "addressee") and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use that a person

Schedule 1.1 (rr) – Owned Intellectual Property

Patents and Patent Applications

Dates in MM-DD-YYYY format

Title	Country	Application / Publication / Patent No.	Filing date	Owner
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	PCT	PCT/US2013/059170	09-11-2013	BioAmber Inc.
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	CA	2,880,726	09-11-2013	BioAmber Inc.
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	EP	2895613	09-11-2013	BioAmber Inc.
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	CN	104603277	09-11-2013	BioAmber Inc.
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	BR	112015005428	09-11-2013	BioAmber Inc.
ALTERNATIVE PATHWAYS TO ADIPATES AND ADIPIC ACID BY COMBINED FERMENTATION AND CATALYTIC METHODS	US	14/423,467	09-11-2013	BioAmber Inc.
PATHWAYS TO ADIPATE SEMIALDEHYDE AND OTHER ORGANIC PRODUCTS	PCT	PCT/US2013/060853	09-20-2013	BioAmber Inc.

PROCESSES FOR PRODUCING HEXAMETHYLENEDIAMINE (HMD), ADIPONITRILE (ADN), ADIPAMIDE (ADM) AND DERIVATIVES THEREOF	JP	2013530184	06-10-2011	BioAmber Inc.
PROCESSES FOR PRODUCING HEXAMETHYLENEDIAMINE (HMD), ADIPONITRILE (ADN), ADIPAMIDE (ADM) AND DERIVATIVES THEREOF	KR	20130023346	06-10-2011	BioAmber Inc.
PROCESSES FOR PRODUCING HEXAMETHYLENEDIAMINE (HMD), ADIPONITRILE (ADN), ADIPAMIDE (ADM) AND DERIVATIVES THEREOF	TH	1201006512	06-10-2011	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	PCT	PCT/US2013/020953	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	US	9,018,127	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	US	13/697,592	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	JP	2013528605	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	CA	2,799,376	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	CN	103003238	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	EP	2571849	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	KR	20130041815	01-10-2013	BioAmber Inc.
PREPARATION OF CATALYST FOR SELECTIVE HYDROGENATION OF HYDROGENATABLE PRECURSORS	IN	9976/DELNP/2012	01-10-2013	BioAmber Inc.