

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Eastern Technology Seed Investment Fund Limited Partnership	05/15/2006
Trudell Medical Limited	05/15/2006
Novartis Pharma AG	05/15/2006
Royal Bank of Canadad	05/15/2006
GeneChem Technologies Venture Fund, L.P.	05/15/2006

RECEIVING PARTY DATA

Name:	Viron Therapeutics Inc.
Street Address:	700 Collip Circle
Internal Address:	Suite 203
City:	London, ON
State/Country:	CANADA
Postal Code:	N6G 4X8

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	09976605
Application Number:	10381875
Application Number:	10388149
Application Number:	10455000
Patent Number:	5686409
Patent Number:	5834419
Patent Number:	5917014
Patent Number:	5939525
Patent Number:	6495515
Patent Number:	6589933

PATENT

500586668

REEL: 021205 FRAME: 0109

OP \$400.00 09976605

CORRESPONDENCE DATA

Fax Number: (519)858-5103

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 519-200-1475

Email: rbunet@vironinc.com

Correspondent Name: Robert A.H. Brunet, 55158

Address Line 1: 700 Collip Circle

Address Line 2: Suite 203

Address Line 4: London, ON, CANADA N6G 4X8

ATTORNEY DOCKET NUMBER:

VIR-0001

NAME OF SUBMITTER:

Robert A.H. Brunet

Total Attachments: 7

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DISCHARGE AND RELEASE

TO: Viron Therapeutics Inc. (the "Corporation")

FROM: Eastern Technology Seed Investment Fund Limited Partnership ("ETSIF"), Trudell Medical Limited ("Trudell"), Novartis Pharma AG ("Novartis"), Royal Bank of Canada ("RBC") and GeneChem Technologies Venture Fund, L.P. ("GeneChem") (collectively ETSIF, Trudell, Novartis, RBC and GeneChem are hereinafter referred to as the "Creditors")

WHEREAS the Corporation has delivered, granted and issued to the Creditors the following documents and security (collectively, the "Security"):

- (a) the following convertible debentures (collectively, the "Debentures"):
 - (i) dated November 6, 2001 in favour of ETSIF in the principal amount of \$50,000,
 - (ii) dated November 6, 2001 in favour of Trudell in the principal amount of \$140,000,
 - (iii) dated November 6, 2001 in favour of Novartis in the principal amount of \$430,000,
 - (iv) dated November 6, 2001 in favour of RBC in the principal amount of \$170,000,
 - (v) dated November 6, 2001 in favour of GeneChem in the principal amount of \$210,000,
 - (vi) dated December 11, 2001 in favour of ETSIF in the principal amount of \$50,000,
 - (vii) dated December 11, 2001 in favour of Trudell in the principal amount of \$140,000,
 - (viii) dated December 11, 2001 in favour of Novartis in the principal amount of \$430,000,
 - (ix) dated December 11, 2001 in favour of RBC in the principal amount of \$170,000, and
 - (x) dated December 11, 2001 in favour of GeneChem in the principal amount of \$210,000; and
- (b) a general security agreement granted by the Corporation in favour of the Creditors and filed against the Corporation pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the "PPSA") as Registration Numbers 20011101 1438 9065 5840, 20020930 1437 9065 3397, 20020930 1437 9065 3398, 20031105 1044 9065

0671 and 20031117 1434 9065 0814 (File No. 877592034);

AND WHEREAS in consideration of the issuance to the Creditors of certain Class A common shares in the capital of the Corporation (which have been redesignated as common shares) (the "Shares") representing full payment and satisfaction of the Debentures, the Corporation is entitled to obtain from the Creditors the discharge and release hereinafter provided;

NOW THEREFORE THIS RELEASE AND DISCHARGE WITNESSES that in consideration for the issuance of the Shares in satisfaction of all indebtedness outstanding in respect of the Debentures, together with other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Creditors), the Creditors hereby covenant and agree as follows:

1. Release and Discharge of Security

- (a) The Creditors acknowledge and agree that obligations of the Corporation under the Debentures have been satisfied in full by the issuance to the Creditors of the Shares, and the Creditors hereby remise, release, forever discharge and quit claim unto the Corporation all of the Creditors' respective rights, title and interest of every nature and kind obtained pursuant to the Debentures and the Security and remise, release and forever discharge the Corporation from all manner of actions, causes of action, suits, debts, dues, accounts, contracts, demands, rights, damages, guarantees, obligations, liabilities, costs, expenses and compensation, claims, indemnity, interest and loss of every nature and kind howsoever arising, whether at law, or in equity, which the Creditors had, now have, shall have or may have arising out of or in any manner connected with the Debentures and the Security.
- (b) The Creditors hereby irrevocably authorize either of McCarthy Tetrault LLP or Heenan Blaikie LLP to prepare and to file on behalf of each of the Creditors a financing change statement under the PPSA discharging notice of their respective security interests in the Security in proper form as required under the PPSA within thirty (30) days of the date hereof.

2. Miscellaneous Provisions

- (a) This Discharge and Release shall be binding upon the Creditors and their respective successors and assigns and shall enure to the benefit of the Corporation and its successors and assigns.
- (b) This Discharge and Release may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, together shall constitute but one and the same instrument. This Discharge and Release may be delivered, whether in counterpart or otherwise, by facsimile transmission.

IN WITNESS WHEREAS WHEREOF this Discharge and Release has been executed by each of the Creditors as of the 15th day of May, 2006.

**EASTERN TECHNOLOGY SEED
INVESTMENT FUND LIMITED
PARTNERSHIP**

By its General Partner,

Eastern Technology Seed Fund Management Ltd.

Per: 

Name:

Title:

NOVARTIS PHARMA AG

Per:

Name:

Title:

Per:

Name:

Title:

**GENECHEM TECHNOLOGIES
VENTURE FUND, L.P.**

Per:

Name:

Title:

TRUDELL MEDICAL LIMITED

Per:

Name:

Title:

ROYAL BANK OF CANADA

Per:

Name:

Title:

IN WITNESS WHEREAS WHEREOF this Discharge and Release has been executed by each of the Creditors as of the 15th day of May, 2006.

**EASTERN TECHNOLOGY SEED
INVESTMENT FUND LIMITED
PARTNERSHIP**

Per: _____

Name: _____

Title: _____

NOVARTIS PHARMA AG

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

**GENECHEM TECHNOLOGIES
VENTURE FUND, L.P.**

Per: _____

Name: _____

Title: _____

TRUDELL MEDICAL LIMITED

Per: 

Name: _____

Title: _____

ROYAL BANK OF CANADA

Per: _____

Name: _____

Title: _____

IN WITNESS WHEREAS WHEREOF this Discharge and Release has been executed by each of the Creditors as of the 15th day of May, 2006.

**EASTERN TECHNOLOGY SEED
INVESTMENT FUND LIMITED
PARTNERSHIP**

Per: _____

Name: _____

Title: _____

NOVARTIS PHARMA AG

Per: A. Gyger

Name: _____

Title: _____

Per: II

Name: _____

Title: Authorized Signatories

**GENECHEM TECHNOLOGIES
VENTURE FUND, L.P.**

Per: _____

Name: _____

Title: _____

TRUDELL MEDICAL LIMITED

Per: _____

Name: _____

Title: _____

ROYAL BANK OF CANADA

Per: _____

Name: _____

Title: _____

IN WITNESS WHEREAS WHEREOF this Discharge and Release has been executed by each of the Creditors as of the 15th day of May, 2006.

**EASTERN TECHNOLOGY SEED
INVESTMENT FUND LIMITED
PARTNERSHIP**

Per: _____
Name: _____
Title: _____

NOVARTIS PHARMA AG

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

**GENECHEM TECHNOLOGIES
VENTURE FUND, L.P.**

Per: _____
Name: _____
Title: _____

TRUDELL MEDICAL LIMITED

Per: _____
Name: _____
Title: _____

ROYAL BANK OF CANADA

Per: Richard O. Trotter
Name: R. B. RICHARD O. TROTTER
Title: MANAGING PARTNER
PARTNER

IN WITNESS WHEREAS WHEREOF this Discharge and Release has been executed by each of the Creditors as of the 15th day of May, 2006.

**EASTERN TECHNOLOGY SEED
INVESTMENT FUND LIMITED
PARTNERSHIP**

Per: _____

Name: _____

Title: _____

NOVARTIS PHARMA AG

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

**GENECHEM TECHNOLOGIES
VENTURE FUND, L.P.**

Per:  _____

Name: _____

Title: _____

TRUDELL MEDICAL LIMITED

Per: _____

Name: _____

Title: _____

ROYAL BANK OF CANADA

Per: _____

Name: _____

Title: _____