

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dr Francois MARTIN	08/30/2007
RECEIVING PARTY DATA	
Name:	MISTRAL PHARMA INC.
Street Address:	1717 TransCanada Highway
City:	Dorval
State/Country:	CANADA
Postal Code:	H9P 1J1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7932286
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	015117-0004
NAME OF SUBMITTER:	Melanie Desaulniers
Total Attachments: 8 source=2011-08-02 cession (mistrall)#page1.tif source=2011-08-02 cession (mistrall)#page2.tif source=2011-08-02 cession (mistrall)#page3.tif source=2011-08-02 cession (mistrall)#page4.tif source=2011-08-02 cession (mistrall)#page5.tif source=2011-08-02 cession (mistrall)#page6.tif source=2011-08-02 cession (mistrall)#page7.tif source=2011-08-02 cession (mistrall)#page8.tif	

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PATENT
REEL: 026687 FRAME: 0177

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into at Montreal, Quebec on August 30, 2007 (the "Effective Date").

BETWEEN

MISTRAL PHARMA INC.,

a legal person existing under the laws of Canada and
having its head office at 1717 TransCanada Highway,
Dorval, (Quebec) H9P 1J1;

("Mistral")

AND:

DR. FRANÇOIS MARTIN,

domiciled at 49 Place de Bretagne, Candiac (Québec)
J5R 3M9 ;

("Dr. Martin")

RECITALS

- A. Dr. Martin developed certain intellectual property pertaining to the invention(s) entitled "Treatment of colonic viscerosensibility and spasticity" (the "**Invention**") which is more fully described in the US provisional patent application filed on July 31, 2007 with the United States Patent and Trademark Office attached hereto as Schedule A (the "**Application**");
- B. Dr. Martin wishes to assign to Mistral all of his worldwide rights, title and interest in and to the Invention, including all intellectual property rights therein, on the terms and conditions below;

THEREFORE, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Meaning

Unless the context otherwise requires, the following terms have the following meanings:

- 1.1.1 "**Agreement**" means this agreement and all its schedules, including all modifications, amendments and supplements thereto.

1.1.2 **"Improvement"** means any discovery, improvement, variation, modification, addition, advancement, enhancement, new ideas or concept, invention or creation relating to the Invention and made or acquired by Dr. Martin after the Effective Date;

1.1.3 **"Intellectual Property Rights"** includes rights to (i) inventions (whether patentable or not, and whether or not reduced to practice), all improvements thereto, patent applications, patents, including re-issue, re-examination, renewal, extension or division, continuation and continuations in part thereof; (ii) copyrights; (iii) designs, industrial designs; (iv) trademarks, services marks, logos, trade names, domain names, and corporate names, together with all adaptations, translations, derivations, and combinations thereof (including all goodwill associated therewith); (v) confidential information, including know-how and trade secrets; (vi) integrated circuit topographies; and (vii) any applications for the registration and protection of any of the foregoing.

1.1.4 **"Party"** means any signatory to this Agreement.

1.2 Knowledge

A statement made to "a Party's best knowledge" and any other references to the knowledge of a Party are made on the basis of the Party's actual knowledge, after diligent inquiry of the relevant subject matter, or on the basis of such knowledge of the relevant subject matter as the Party would have had if it had conducted such diligent inquiry.

1.3 Preamble and Schedules

The preamble and Schedules to this Agreement form an integral part of this Agreement.

1.4 Currency

Unless otherwise specified, an amount in currency is in Canadian dollars.

1.5 Headings and Reference

The division of this Agreement into articles, sections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement. "Article," "Section" or "Schedule" refers to the specified article, paragraph, subparagraph, other subdivision or schedule of or to this Agreement.

1.6 Meaning of "Include" and Variations Thereof.

Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be understood to be followed by the words "without limitation".

ARTICLE 2 ASSIGNMENT

2.1 Assignment of Invention

In consideration of the sum of one (1) dollar and other good and valuable consideration, the receipt of which Dr. Martin acknowledges, Dr. Martin hereby sells, assigns and transfers all of his rights, title and interest in and to the Invention to Mistral, including all Intellectual Property Rights therein, the whole in any jurisdiction anywhere in the world. For greater certainty, the foregoing conveyance extends to (i) any re-issues, divisions, continuations, continuations-in-part and extensions of any complete application(s) to be filed based upon the Application ; (ii) the rights, titles and interests in and to any and all patents, registrations and the like which may issue therefor anywhere in the world including, in the United States of America and Canada and (iii) the right to claim any and all of the benefit(s) of the right of priority under the International Convention for the Protection of Industrial Property.

Dr. Martin acknowledges and agrees that the assignment is complete as of the Effective Date and leaves no assignable rights not assigned in and to the Invention and is final and irrevocable.

2.2 Improvements

Dr. Martin acknowledges that he shall have the right to use the Invention and any Improvements only for research purposes to develop Improvements.

Dr. Martin shall, without further consideration, (i) advise and inform Mistral in writing, from time to time, of any Improvement and (ii) sell, assign and transfer all of his rights, title and interest therein to Mistral, including any and all Intellectual Property Rights therein, as and from the moment of their creation, if requested by Mistral.

Mistral and Dr. Martin will pursue their collaboration in order to fulfill the provisional patent application before July 31st, 2008. Terms of this collaboration will be the subject of a consulting agreement.

2.3 Assistance

Dr Martin undertakes to execute and deliver to Mistral, without further consideration, and as may be requested by Mistral from time to time, any further documents including applications, declarations, powers of attorney, affidavits, confirmation of assignments, and to perform such other acts as shall be deemed necessary by Mistral, its successors, assigns or agents to fully secure, maintain and enforce the rights, title and interest herein assigned and to obtain any and all patents, patent applications, registrations and the like which may issue anywhere in the world.

ARTICLE 3 PAYMENTS

3.1 Options

On or before August 29, 2007, Mistral shall issue to Société Theraprouve Inc. 150,000 options to purchase common shares pursuant to the terms of its Stock Option Plan, each option exercisable for one common share and at a price of \$0.10 per share, to be vested as follows: 50,000 on the first anniversary date of the grant, 50,000 on the second anniversary date and 50,000 on the third anniversary date. These options will have a five-year term.

3.2 Additional payment

Within forty five (45) days from the issuance of a patent based upon the Application covering the Invention in the United States of America, Mistral shall pay to Société Theraprouve Inc. the sum of \$100,000.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Sole Inventor and Owner

Dr. Martin (i) is the Invention's sole creator and inventor (ii) has the unrestricted right to assign the rights, title and interest assigned hereunder, and (iii) is the sole owner of all rights, titles and interests in and to the Invention and the Application and hereby sells, assigns and transfers to Mistral good and valid title thereto, free and clear of all liens, security interests, hypothecs and other encumbrances.

4.2 Technical Information

Dr Martin hereby confirms that the Application is sufficient for priority claim purposes and that he possesses technical information sufficient for patenting purposes and that same shall be provided without further consideration to Mistral as soon as practically feasible after the Effective Date.

4.3 Infringement

To the best of Dr. Martin's knowledge, there is no fact or circumstance that suggests that the Invention may infringe, misappropriate or otherwise conflict with the Intellectual Property Rights of a third party. Dr Martin has no actual knowledge, and has received no notice, of any claim from a third party asserting any right, title or interest in or to the Invention.

**ARTICLE 5
MISCELLANEOUS**

5.1 Confidentiality

Dr. Martin shall not disclose the contents of this Agreement, in whole or in part, without the prior written consent of Mistral, which shall not be unreasonably withheld but may be subject to such conditions as may be specified by Mistral from time to time.

Dr. Martin agrees and acknowledges that all information describing or relating to the Invention and any Improvement or contained in the Application is confidential, contains trade secrets and proprietary data that he has hereby assigned to Mistral, and has tangible value to Mistral. Dr. Martin shall (i) maintain all such information in strict confidence; (ii) not disclose or divulge such information to third parties without the prior written consent of Mistral; (iii) not to make any use whatsoever at any time of such information except for research purposes to develop Improvements; and (iv) protect such information in the same manner as he protects his own confidential and proprietary materials, but shall not exercise less than reasonable care.

5.2 Amendment

This Agreement may only be amended in a writing signed by each Party.

5.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, discussions, negotiation and representations, whether oral or written, related to its subject matter.

5.4 Governing Law and Jurisdiction

This Agreement is governed by the laws of the province of Quebec and the laws of Canada applicable therein. The Parties irrevocably submit all disputes arising out of this Agreement to Quebec courts, judicial district of Montreal.

IN WITNESS WHEREOF, Mistral and Dr. Martin have executed this Agreement on the Effective Date and at the place first above mentioned.

MISTRAL PHARMA INC.

By: _____

Bertrand F. Bolduc
President & CEO

DR. FRANÇOIS MARTIN

Schedule A
Patent Application

See document attached hereto.

A handwritten signature in black ink, appearing to be 'P. M.', located in the bottom right corner of the page.

**UNITED STATES
ASSIGNMENT**

WHEREAS I, **FRANÇOIS MARTIN**, whose full post office address is **49 PLACE DE BRETAGNE, CANDIAC, QUÉBEC, J5R 3M9, CANADA**, have invented certain new and useful improvements in an invention entitled **TREATMENT OF COLONIC VISCERO-SENSIBILITY AND SPASTICITY** for which a United States provisional patent application was filed on ..., as serial No.

AND WHEREAS, **MISTRAL PHARMA INC.**, a corporation of **QUÉBEC**, of **1717 ROUTE TRANS-CANADA, DORVAL, QUÉBEC, H9P 1J1, CANADA**, has acquired from myself the whole right, title and interest for the United States of America and all other countries in and to the said invention and in and to any Letters Patent that may be obtained therefor, and in and to said application.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, **FRANÇOIS MARTIN**, by these presents confirm that I have sold, assigned and transferred and do hereby sell, assign and transfer unto the said **MISTRAL PHARMA INC.**, the full and exclusive right to the said invention in the United States of America and all other countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and the entire right, title and interest in and to said application, and in and to any divisions, continuations, continuations-in-part and extensions of said application, together with the right to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property based on said application for United States Letter Patent.

I agree that I will without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain patents for said invention and for additions and modifications thereto in any and all countries, and to vest title thereto in said assignee, its successors, assigns and legal representatives or nominees.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said **MISTRAL PHARMA INC.**, the assignee of the entire

right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made.

The undersigned hereby grants the firm of Bereskin & Parr (Box 401, 40 King Street West, Toronto, Ontario, Canada, M5H 3Y2) the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Le soussigné désire que la présente cession soit en anglais. The undersigned requests that the present assignment be in English.

SIGNED this ____ day of _____, 20____, at _____, Canada.

FRANÇOIS MARTIN

Signature of Witness

Name of Witness: _____