

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LA SOCIETE THERAPPROUVE INC.	07/19/2011
RECEIVING PARTY DATA	
Name:	GICARE PHARMA INC.
Street Address:	2202 d'Oxford Avenue
City:	Montreal
State/Country:	CANADA
Postal Code:	H4A 2X8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7932286
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Total Attachments: 3 source=2011-08-02 cession (gicare)#page1.tif source=2011-08-02 cession (gicare)#page2.tif source=2011-08-02 cession (gicare)#page3.tif	

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Express Mail Label No.:

Date of Deposit:

Attorney Docket No.

EXECUTION COPY

ASSIGNMENT

The undersigned, **LA SOCIÉTÉ THÉRAPPROUVE INC.**, a Quebec Corporation, with offices at 49 place de Bretagne, Candiac, Quebec, J5R 3M9 (the "ASSIGNOR"), for good and valuable consideration, the receipt of which is hereby acknowledged, confirms that the Assignor has sold and assigned, and does hereby assign, sell and transfer to GICARE Pharma Inc., with offices at 2202 d'Oxford Avenue, Montreal, Quebec, H4A 2X8, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the **ASSIGNEE**: (1) the ASSIGNOR's entire right, title and interest for the United States and in all countries throughout the world, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

METHOD FOR TREATING COLONIC VISCEROSENSITIVITY AND SPASTICITY

filed with the U.S. Patent and Trademark Office on July 31, 2008 and assigned Application No.12,183,891, issued on April 26, 2011 as U.S. patent No.7,932,286 including any other patent applications, which claim priority to Application No.60/952,986 filed on July 31, 2007, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in the ASSIGNOR's name as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent issued or which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications; and (5) the right to sue under said patents and to recover and retain any damages or profits as a result thereof.

The ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment, sale and transfer not been made.

The ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

PATENT

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First Inventor :
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The ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including but not limited to the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

The ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

The ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

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First Inventor :
Application No. :
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LA SOCIÉTÉ THÉRAPPROUVE INC.
Per:

Date: July 19, 2011

Antoine Martin
Name: Antoine Martin
Title: Vice-President, Secretary and Treasurer

IN WITNESS WHEREOF, I, FRANÇOIS PAINCHAUD, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

[Signature]
(Signature of Witness)

Date: July 19, 2011

IN WITNESS WHEREOF, I, Julie Di Paolo, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Julie Di Paolo
(Signature of Witness)

Date: July 19, 2011

[Signature page to the Patent Assignment]