

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Talima (assignment for the benefit of creditors), LLC	06/29/2012
RECEIVING PARTY DATA	
Name:	Hallux, Inc.
Street Address:	3501 Garry Avenue
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92704
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12985996
CORRESPONDENCE DATA	
Fax Number:	6508157401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 815-7400
Email:	dmcgovern@mwe.com
Correspondent Name:	McDermott Will & Emery LLP
Address Line 1:	500 North Capitol Street NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	091979-0047
NAME OF SUBMITTER:	Judy M. Mohr
Total Attachments: 7 source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page1.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page2.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page3.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page4.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page5.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page6.tif source=091979_0047_exe_Assign_TalimaLLC_Hallux_asfiled#page7.tif	

CH \$40.00 12985996

## PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective as of June 29, 2012, by and between Talima (assignment for the benefit of creditors), LLC, a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors of Talima Therapeutics, Inc. ("Assignor"), and Hallux, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Addendum A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 29, 2012 (the "Asset Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain assets of Assignor, including the Inventions and Patent Rights; and

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

~~Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.~~

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: Talima (assignment for the benefit of creditors), LLC, a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors of Talima Therapeutics, Inc.

Name:

Signature:

Title:

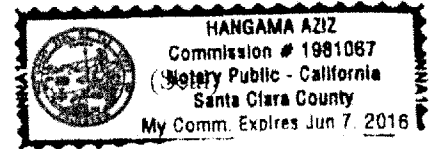
Michael A. Mady  
MICHAEL A MADY  
mgr.

NOTARIZATION

On this 12<sup>th</sup> day of August, 2012, before me, the undersigned Notary Public, personally appeared Michael A. Mady, proved to me through satisfactory evidence of identification, which ~~was~~ were California driver license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Hangama Aziz  
Signature of Notary

My Commission Expires: June 7, 2016



ASSIGNEE: Hallux, Inc.

Name:

Signature:

Title:

Mark Taylor

President and Chief Executive Officer

On this \_\_\_\_\_ day of August, 2012, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

My Commission Expires: \_\_\_\_\_

(Seal)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: Talima (assignment for the benefit of creditors), LLC, a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors of Talima Therapeutics, Inc.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

#### NOTARIZATION

On this \_\_\_\_ day of August, 2012, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

Signature of Notary \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ASSIGNEE: Hallux, Inc.

Name: Mark Taylor

Signature: \_\_\_\_\_

Title: President and Chief Executive Officer

On this \_\_\_\_ day of August, 2012, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SEE ATTACHED  
CALIFORNIA  
JURAT

# Jurat

State of California

County of Orange

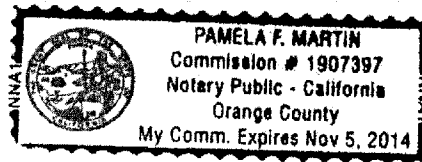
Subscribed and sworn to (or affirmed) before me on this 31<sup>ST</sup> day of AUGUST

20 12 by MARK TAYLOR

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Pamela F. Martin  
Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

PATENT RIGHTS

(Title or description of attached document)

ASSIGNMENT

(Title or description of attached document continued)

Number of Pages 5 Document Date 6/29/12

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ✧ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ✧ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On AUGUST 31/2012 before me, Pamela F. Martin, Notary Public,  
(Here insert name and title of the officer)

personally appeared MARK TAYLOR

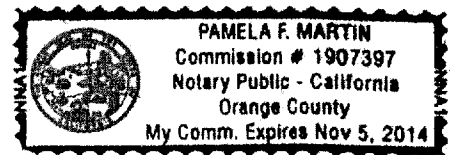
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pamela F. Martin  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

PATENT RIGHTS

(Title or description of attached document)

ASSIGNMENT

(Title or description of attached document continued)

Number of Pages 5 Document Date 6/29/12

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## ADDENDUM A

### Patent Rights

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Compositions and Methods for Treating Conditions of the Nail Unit	US 12/985,996	01-06-2011
Compositions and Methods for Treating Conditions of the Nail Unit	US 12/029,349	02-11-2008
Compositions and Methods for Treating Conditions of the Nail Unit	BR PI05189993	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	CA 2590136	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	EP 058537705	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	IN 2299KOLNP2007	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	KR 1020077015033	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	TW 096118593	05-24-2007
Compositions and Methods for Treating Conditions of the Nail Unit	HK 071116798	10-30-2007
Compositions and Methods for Treating Conditions of the Nail Unit	AU 2007267974	05-22-2007
Compositions and Methods for Treating Conditions of the Nail Unit	BR PI07126107	05-22-2007
Compositions and Methods for Treating Conditions of the Nail Unit	CA 2653283	05-22-2007
Compositions and Methods for Treating Conditions of the Nail Unit	IN 7079CHENP2008	05-22-2007
Compositions and Methods for Treating Conditions of the Nail Unit	JP 2009512117	05-22-2007
Compositions and Methods for Treating Conditions of the Nail Unit	EP 100111038	12-12-2005
Compositions and Methods for Treating Conditions of the Nail Unit	US 10/113,730	03-27-2002
Methods and Drug Delivery Systems for the Treatment of Orofacial Diseases	PCT/US2010/057663	11-22-2010
Devices for Implanting Compositions and Methods and Kits Therefor	EP 10832332.0	06-20-2012
Devices for Implanting Compositions and Methods and Kits Therefor	US 13/518,811	06-22-2012
Antifungal Therapy	PCT/US2010/061922	12-22-2010
Antifungal Therapy	CA Application No. Pending (based upon PCT/US2010/061992)	06-22-2012
Antifungal Therapy	EP 10843596.7	07-09-2012

LIBC/4361220.2