

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Confirmation of Intellectual Property Security Agreement Recorded at Reel 28275, Frame 0357										
CONVEYING PARTY DATA											
<table border="1"> <tr> <th>Name</th> <th>Execution Date</th> </tr> <tr> <td>Tribute Pharmaceuticals Canada Inc.</td> <td>02/27/2013</td> </tr> </table>		Name	Execution Date	Tribute Pharmaceuticals Canada Inc.	02/27/2013						
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Tribute Pharmaceuticals Canada Inc.	02/27/2013										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Midcap Funding III, LLC, as agent</td> </tr> <tr> <td>Street Address:</td> <td>7255 Woodmont Avenue, Suite 200</td> </tr> <tr> <td>City:</td> <td>Bethesda</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>20814</td> </tr> </table>		Name:	Midcap Funding III, LLC, as agent	Street Address:	7255 Woodmont Avenue, Suite 200	City:	Bethesda	State/Country:	MARYLAND	Postal Code:	20814
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PROPERTY NUMBERS Total: 4											
<table border="1"> <tr> <th>Property Type</th> <th>Number</th> </tr> <tr> <td>Patent Number:</td> <td>6083933</td> </tr> <tr> <td>Patent Number:</td> <td>7772210</td> </tr> <tr> <td>Patent Number:</td> <td>8084441</td> </tr> <tr> <td>Application Number:</td> <td>13373226</td> </tr> </table>		Property Type	Number	Patent Number:	6083933	Patent Number:	7772210	Patent Number:	8084441	Application Number:	13373226
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Application Number:	13373226										
CORRESPONDENCE DATA											
Fax Number: 3126095005 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312-609-7897 Email: hmilller@vedderprice.com Correspondent Name: Holly Miller Address Line 1: 222 North LaSalle Street - 24th Floor Address Line 4: Chicago, ILLINOIS 60601											
ATTORNEY DOCKET NUMBER:	41012000078										
NAME OF SUBMITTER:	Holly Miller										

CH \$160.00 6083933

Total Attachments: 14

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CONFIRMATION OF INTELLECTUAL PROPERTY IP SECURITY AGREEMENT

This Confirmation of Intellectual Property IP Security Agreement (this "Confirmation") is entered into as of the 27th day of February, 2013 by and between MIDCAP FUNDING III, LLC, a Delaware limited liability company ("Agent") and Tribute Pharmaceuticals Canada Inc. (the "Grantor").

RECITALS

A. Reference is made to that certain Intellectual Property IP Security Agreement dated as of May 11, 2012 (together with all extensions, renewals, restatements modifications, substitutions and amendments thereof, the "IP Security Agreement") among Stellar Pharmaceuticals Inc., Tribute Pharma Canada Inc. and Tribute Pharmaceuticals Canada Ltd. (collectively, the "Original Grantors") and Agent, which was recorded with the United States Patent and Trademark Office on May 25, 2012 at Reel No. 028275, Frame No. 0357. Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement.

B. On October 1, 2012, the Original Borrowers amalgamated with each other to form Stellar Pharmaceuticals Inc. ("Amalco No. 1"), a corporation governed by the laws of Ontario ("Amalgamation No. 1"). On January 1, 2013, Amalco No. 1 amalgamated with Tribute Pharmaceuticals Canada Inc., an Ontario corporation, to form Grantor, a corporation governed by the laws of Ontario (together with Amalgamation No. 1, the "Amalgamations").

C. Grantor, being the sole borrower under the Loan Agreement and owner of all Intellectual Property Collateral described in the IP Security Agreement, wishes to agree, ratify and confirm to and in favor of the Agent that the IP Security Agreement continues in full force and effect notwithstanding the Amalgamations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grantor hereby represents that it is the owner of all Intellectual Property Collateral described in the IP Security Agreement.

2. Grantor hereby agrees, ratifies and confirms that, notwithstanding the Amalgamations, (i) it is bound by every provision of, and obligation under, the IP Security Agreement, (ii) it will perform every provision of, and obligation under, the IP Security Agreement, (iii) the IP Security Agreement secures and will continue to secure the indebtedness, liabilities and obligations expressed to be secured by the IP Security Agreement, (iv) the IP Security Agreement remains in full force and effect and has not been terminated, discharged or released and (v) the IP Security Agreement (including the security created therein) constitutes and will continue to constitute a legal, valid, binding and enforceable obligation of it,

enforceable against it, in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that specific performance is an equitable remedy available only in the discretion of the court.

3. This Confirmation shall inure to the benefit of and be enforceable by the Agent and its successors and assigns and shall be binding upon Grantor and its successors and permitted assigns.

4. THIS CONFIRMATION, AND ALL MATTERS RELATING HERETO ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. This Confirmation may be executed by original, fax, pdf or electronic signature and may be so executed in two or more counterparts and each such counterpart when taken together shall constitute one and the same.

[Signature page follows.]

(Signature Page to Confirmation of Intellectual Property IP Security Agreement)

IN WITNESS WHEREOF, the parties have caused this Confirmation to be duly executed by its officers thereunto duly authorized as of the first date written above.

**TRIBUTE PHARMACEUTICALS
CANADA INC.**

Per: 

Name:

Title:

Scott Langille
CFO

I have authority to bind the Corporation

(Signature Page to Confirmation Intellectual Property IP Security Agreement)

AGENT:

MIDCAP FUNDING III, LLC, a
Delaware limited liability company

By: _____


Luis Viera
Managing Director

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 11th day of May, 2012 by and between MIDCAP FUNDING III, LLC, a Delaware limited liability company ("Agent") and Stellar Pharmaceuticals Inc., Tribute Pharmaceuticals Canada Ltd. and Tribute Pharma Canada Inc. (collectively, the "Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated as of May 11, 2012 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows.]

(Signature Page to Intellectual Property Security Agreement)

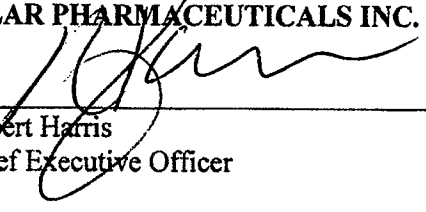
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

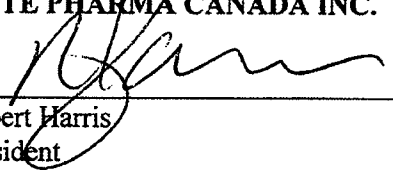
Address of Grantor:

544 Eagerton Street
Middlesex, Ontario N5W3Z8
Attn: Robert Harris

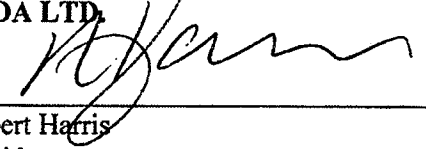
STELLAR PHARMACEUTICALS INC.

By: 
Robert Harris
Chief Executive Officer

TRIBUTE PHARMA CANADA INC.

By: 
Robert Harris
President

**TRIBUTE PHARMACEUTICALS
CANADA LTD.**

By: 
Robert Harris
President

(Signature Page to Intellectual Property Security Agreement)

AGENT:

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management – Life Sciences

MIDCAP FUNDING III, LLC, a
Delaware limited liability company

By:

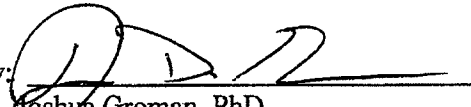

Joshua Groman, PhD.
Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE.		

EXHIBIT B

Patents

<u>Description</u>	<u>Borrower</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Uracyst (US Patent)	Stellar Pharmaceuticals Inc.	#6,083,933	04/19/1999
Uracyst(Canadian Patent)	Stellar Pharmaceuticals Inc.	#2,269,260	12/31/2002
Uracyst(United States)	Stellar Pharmaceuticals Inc.	#US 7772210	8/10/2010
Uracyst(China)	Stellar Pharmaceuticals Inc.	#ZL200480006467. 1	05/26/2010
Uracyst (Japan)	Stellar Pharmaceuticals Inc.	#4778888	07/08/2011
Uracyst(Australia)	Stellar Pharmaceuticals Inc.	#AU 2004212650	11/05/2009
Uracyst(Europe - pending)	Stellar Pharmaceuticals Inc.	Application #04711966.4	02/18/2004
Uracyst(India - pending)	Stellar Pharmaceuticals Inc.	Application #4050/DELNP	02/18/2004
Uracyst(Israel - pending)	Stellar Pharmaceuticals Inc.	Application #170309	02/18/2004
Uracyst(Canada - pending)	Stellar Pharmaceuticals Inc.	Application #2515512	02/18/2004
Uracyst(United States – second high dose patent)	Stellar Pharmaceuticals Inc.	#8084441	07/21/2010
Uracyst(United States – third high dose patent)	Stellar Pharmaceuticals Inc.	Application #13/373226	08 Nov 2011
Cambia Patent (Canada) (granted)	Tribute Pharmaceuticals Canada Ltd.	#CA 2,254,144	05/15/1997
Cambia Patent (Canada) (pending)	Tribute Pharmaceuticals Canada Ltd.	#CA 2,632,375	06/16/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Borrower</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NeoVisc Trademark – Canada	Stellar Pharmaceuticals Inc.	TMA486692	12/10/1997
NeoVisc Trademark – Germany	Stellar Pharmaceuticals Inc.	30457514	01/07/2005
NeoVisc Trademark – European Community	Stellar Pharmaceuticals Inc.	004376208	03/31/2006
NeoVisc Trademark – Dominican Republic	Stellar Pharmaceuticals Inc.	140250	04/15/2004
NeoVisc Trademark – Mexico	Stellar Pharmaceuticals Inc.	823752	04/12/2004
Uracyst Trademark – Canada	Stellar Pharmaceuticals Inc.	TMA486693	12/10/1997
Uracyst Trademark – European Community	Stellar Pharmaceuticals Inc.	002297653	02/21/2003
Uracyst Trademark – Korea	Stellar Pharmaceuticals Inc.	40-084954	01/11/2011
Uropol Trademark – Germany	Stellar Pharmaceuticals Inc.	30346971	10/09/2003
Uropol Trademark – Austria	Stellar Pharmaceuticals Inc.	230 503	filed 12/16/2011
Uropol Trademark – Switzerland	Stellar Pharmaceuticals Inc.	514 536	25/09/2003

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.