

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Labopharm Inc.	10/10/2011
RECEIVING PARTY DATA	
Name:	Chimigen Inc.
Street Address:	102-6111 av. Royalmount
City:	Montreal (Quebec)
State/Country:	CANADA
Postal Code:	H4P2T4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12639664
CORRESPONDENCE DATA	
Fax Number:	6175231231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-570-8233
Email:	jduran@goodwinprocter.com, patentBos@goodwinprocter.com, KBranzetti@goodwinprocter.com
Correspondent Name:	Goodwin Procter LLP; Attn: Patent Admin.
Address Line 1:	Exchange Place
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	LAB-029
NAME OF SUBMITTER:	Duncan A Greenhalgh
Total Attachments: 5 source=Labopharm_Chimigen#page1.tif source=Labopharm_Chimigen#page2.tif source=Labopharm_Chimigen#page3.tif source=Labopharm_Chimigen#page4.tif source=Labopharm_Chimigen#page5.tif	

OP \$40.00 12639664

DISTRIBUTION AND ASSUMPTION AGREEMENT made effective as of October 10, 2011.

BY AND BETWEEN:

LABOPHARM INC., a body corporate duly incorporated under the laws of Québec, herein represented by Samira Sakhia, President, duly authorized as she so declares,

(hereinafter referred to as the "**Corporation**")

AND:

CHIMIGEN INC., a body corporate, duly incorporated under the laws of Canada, herein represented by Mark A. Beaudet, Vice-President, duly authorized as he so declares,

(hereinafter referred to as "**Chimigen**")

WHEREAS Chimigen, as the sole shareholder of the Corporation, wishes to proceed with the liquidation and the eventual dissolution of the Corporation pursuant to the provisions of the *Business Corporations Act* (Québec);

WHEREAS Chimigen owns common shares of the issued and outstanding shares in the share capital of the Corporation and on distribution of the assets of the Corporation upon its liquidation is entitled to all such assets; and

WHEREAS Chimigen has agreed to assume and discharge all liabilities, if any, of the Corporation and to assume all expenses in connection with the liquidation of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The preamble shall form an integral part hereof.

2. The Corporation, as an incidence of such liquidation, hereby transfers, conveys and assigns unto Chimigen, all of its remaining property and assets of every nature and kind whatsoever including, but without limiting the generality of the foregoing:

- a) all the property of the Corporation, moveable or immoveable, real or personal, of every kind and wheresoever situated, including any rights the Corporation may have to any property, or any leases, licences, franchises and similar rights to which the Corporation may be entitled;
- b)
- c)
- d)
- e)
- f)
- g)
- h)
- i) all goodwill;

j) all trade-marks, trade names, copyrights, trade designs, inventions, patents, licenses, trade secrets, confidential information and other intellectual property;

k)

l)

m) all other property, assets and rights to which the Corporation is or may hereafter be entitled in connection with the business formerly carried on by it or otherwise.

3. This agreement is intended to and shall operate as a transfer and assignment to Chimigen of the said transferred property and assets as and from the date of this agreement (being the effective date of the wind-up and liquidation for the purposes of the *Income Tax Act* (Canada) and the *Taxation Act* (Québec)) and the Corporation covenants with Chimigen that it will sign, from time to time and at all times hereafter at the request of and at the cost of Chimigen, all such documents and to do all such other acts and things as counsel for Chimigen may consider necessary or desirable to more fully vest the said transferred property and assets in Chimigen, and the Corporation shall hold all such transferred property and assets in trust for Chimigen until the said transferred property and assets have been fully vested in Chimigen.

4. The Corporation hereby irrevocably appoints any director or officer of Chimigen as its attorney to do, sign and execute all acts, deeds and assurances necessary or desirable for the purposes of vesting in Chimigen and/or its successors and assigns the property and assets hereby transferred.

5. Chimigen hereby assumes and hereby covenants and agrees to discharge all liabilities, if any, now owing by the Corporation and further covenant and agree to pay

all expenses in connection with the liquidation and the eventual dissolution of the Corporation.

6. The rights of the parties hereto and the provisions of this agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

7. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

8. The parties acknowledge that they have requested and are satisfied that this agreement and all other documents and notices related thereto be drawn up in English only. *Les parties aux présentes reconnaissent qu'elles ont exigé que cette convention et tous les documents et avis y afférents soient rédigés en anglais seulement et s'en déclarent satisfaites.*

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

LABOPHARM INC.

Per: 

SAMIRA SAKHIA

CHIMIGEN INC.

Per: 

MARK BEAUDET