

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2581517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF LICENSE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NITTO DENKO CORPORATION	10/03/2013
RECEIVING PARTY DATA	
Name:	QUARK PHARMACEUTICALS, INC.
Street Address:	6501 DUMBARTON CIRCLE
City:	FREEMONT
State/Country:	CALIFORNIA
Postal Code:	94555
Name:	Q.B.I. ENTERPRISES LTD.
Street Address:	WEIZMANN SCIENCE PARK
Internal Address:	P.O.B. 4071
City:	NESS ZIONA
State/Country:	ISRAEL
Postal Code:	70400
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12963600
Application Number:	61388572
Application Number:	61388578
PCT Number:	WO2011072082
CORRESPONDENCE DATA	
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Phone:	212-735-3000
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	

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Correspondent Name: SKADDEN ARPS SLATE MEAGHER & FLOM LLP  
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Address Line 2: ATTN: ELAINE ZIFF, ESQ.  
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	092850/11
NAME OF SUBMITTER:	ELAINE D. ZIFF
Signature:	/eziff/
Date:	10/17/2013

**Total Attachments: 5**

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## TERMINATION OF LICENSE AGREEMENT

This **TERMINATION OF LICENSE AGREEMENT**, dated as of October 3, 2013 (this "Termination"), is made by **NITTO DENKO CORPORATION**, a company organized under the laws of Japan having a principal place of business at Herbis 2-5-25 Umeda, Kita-Ku, Osaka, Japan 530-0001 (the "Licensee"), in favor of **QUARK PHARMACEUTICALS, INC.**, a California corporation having a principal place of business at 6501 Dumbarton Circle, Fremont, CA 94555 and **Q.B.I. ENTERPRISES LTD.**, an Israeli corporation having a principal place of business at Weizmann Science Park, P.O.B. 4071, Ness Ziona, 70400, Israel (each, a "Licensor" and collectively, the "Licensors").

### W I T N E S S E T H:

**WHEREAS**, the Licensors and the Licensee were parties to (i) that certain License and Collaboration Agreement dated as of June 30, 2010 (the "Collaboration Agreement"), (ii) that certain Clinical Trial Loan Agreement dated as of June 23, 2011 (the "Loan Agreement"), and (iii) that certain siRNA License Agreement dated as of July 1, 2011 (the "siRNA License Agreement");

**WHEREAS**, as security for the prompt and complete payment and performance in full of the Secured Obligations when due, the Licensors granted to the Licensee, pursuant to the siRNA License Agreement, licenses in all of the Licensors' right, title, and interest in certain intellectual property that was, during the term of the siRNA License Agreement, jointly owned by Quark Pharmaceuticals, Inc. and the Licensee, including, but not limited to, the patent applications on Schedule 1 hereto, and certain other siRNA IP (as defined in the siRNA License Agreement);

**WHEREAS**, the siRNA License Agreement was recorded with respect to the patent applications identified on Schedule 1 hereto with the United States Patent and Trademark Office (the "PTO") on August 4, 2011 at Reel/Frame No. 026700/0001 and, with respect to one of the patent applications, on February 8, 2012, at Reel/Frame No. 027674/0532, as well; and

**WHEREAS**, the Secured Obligations have been paid and performed to the Licensee's satisfaction, the siRNA License has been terminated, and the Licensors desire that the Licensee confirm and record the termination of the siRNA License Agreement in the PTO.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement or siRNA License Agreement, as applicable.

**SECTION 2. Termination.** The Licensee and Licensors hereby confirm the termination of the siRNA License Agreement including, but not limited to, with respect to the patent applications set forth on Schedule 1 hereto.

**SECTION 3. Representation and Warranty.** The Licensee represents and warrants that the items to be terminated pursuant to this Termination and others are all of the patents and patent applications and intellectual property that the Assignor had recorded a license in pursuant to the Loan Agreement. If, after the date hereof, Licensee or Licensor becomes aware of a recorded intellectual property filing that has not been released, then Licensee will, upon becoming aware of such, promptly take steps to release such recordation.

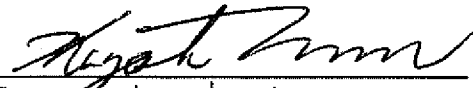
**SECTION 4. Recordation.** Each party hereby authorizes each of the other parties, or such party's authorized representative, to record this Termination with the PTO.

**SECTION 5. CHOICE OF LAW.** THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Termination has been duly executed as of the date first written above.

NITTO DENKO CORPORATION,  
as Licensee

By:   
Name: Kageshi Maruyama  
Title: Corporate Vice President.

QUARK PHARMACEUTICALS,  
INC., as Licensor

By: \_\_\_\_\_  
Name:  
Title:

Q.B.I. ENTERPRISES LTD., as  
Licensor

By: \_\_\_\_\_  
Name:  
Title:

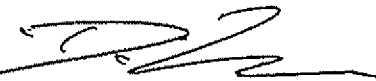
Termination of License Agreement

IN WITNESS WHEREOF, this Termination has been duly executed as of the date first written above.

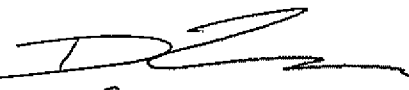
**NITTO DENKO CORPORATION,**  
as Licensee

By: \_\_\_\_\_  
Name:  
Title:

**QUARK PHARMACEUTICALS,**  
INC., as Licensor

By:   
Name: DANIEL ZURR  
Title: CEO

**Q.B.I. ENTERPRISES LTD.,** as  
Licensor

By:   
Name: DANIEL ZURR  
Title: CEO

Termination of License Agreement

**SCHEDULE I**  
**to**  
**TERMINATION OF LICENSE AGREEMENT**  
**U.S. PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent No. (App. No.)</b>	<b>Issue Date (Fil. Date)</b>
Modulation of HSP47 Expression	United States	(12/963,600)	(12/8/2010)
Modulation of TIMP1 and TIMP2 Expression	United States	(61/388,572)	(9/30/2010)
Combination Therapy for Treating Fibrosis	United States	(61/388,578)	(9/30/2010)
[Patent number does not track to patent title, so it may be incorrect]	PCT	(PCT/US2010/5957)	