

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3207069

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|---|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | PANMIRA PHARMACEUTICALS, LLC | 01/30/2015 |
| RECEIVING PARTY DATA | | |
| Name: | BRICKELL BIOTECH, INC. | |
| Street Address: | 2600 SW THIRD AVENUE | |
| Internal Address: | SUITE 350 | |
| City: | MIAMI | |
| State/Country: | FLORIDA | |
| Postal Code: | 33129 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 8362044 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (954)986-2120 | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 954-986-2119 | |
| Email: | twpatent@msn.com | |
| Correspondent Name: | TED WHITLOCK | |
| Address Line 1: | 5323 SW 38TH AVENUE | |
| Address Line 4: | FORT LAUDERDALE, FLORIDA 33312 | |
| ATTORNEY DOCKET NUMBER: | BB-1702 | |
| NAME OF SUBMITTER: | TED W. WHITLOCK | |
| SIGNATURE: | /Ted W. Whitlock/ | |
| DATE SIGNED: | 01/31/2015 | |
| Total Attachments: 8 | | |
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is dated as of January 30, 2015 (the "Effective Date"), and is entered into between Panmira Pharmaceuticals, LLC, a Delaware corporation having its place of business at P.O. Box 81946, San Diego, CA 92138, U.S.A. ("Assignor") and Brickell Biotech, Inc., a Delaware corporation, having its place of business at 2600 SW 3rd Avenue, Suite 350, Miami, Florida, 33129, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Transfer Agreement dated as of January 30, 2015 (the "Asset Transfer Agreement"), whereby Assignor has agreed to sell, assign and transfer to Assignee Transferred Patent Rights (capitalized terms not otherwise defined herein will have the meanings ascribed thereto in the Asset Transfer Agreement); and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the Transferred Patent Rights; and

WHEREAS, this Assignment is the Patent Assignment Agreement referred to in Section 5.2(b) of the Asset Transfer Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the certain Transferred Patent Rights disclosed in Schedule A attached hereto ("the "Schedule A Transferred Patent Rights"), including for clarity, the right (a) to claim priority to and from the Schedule A Transferred Patent Rights, (b) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of the Schedule A Transferred Patent Rights, (c) in and to each and every patent issuing or reissuing from any of the foregoing, (d) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing, (e) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing now or hereafter in effect, and (f) any and all rights to enforce said Transferred Patent Rights and collect for past or future infringement thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Schedule A Transferred Patent Rights, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense but without additional compensation, in connection with (1) execution and delivery, or causing the execution and delivery, of any and all further documentation including country specific assignments, affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required; (2) preparation and prosecution of any application within the Schedule A Transferred Patent Rights that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign countries; (3) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with

Execution Version

any of the Schedule A Transferred Patent Rights, including without limitation, testifying as to any facts relating to the Schedule A Transferred Patent Rights and this Assignment; (4) enforcement of Assignee's rights in any Schedule A Transferred Patent Rights; and (5) implementation, perfection and/or recording of this Assignment and any foreign country specific assignments required by patent offices of foreign countries.

This Assignment will inure to the benefit of Assignee, its successors and assigns, and will bind Assignor and its successors and permitted assigns, except that Assignor may not assign this Assignment without the consent of Assignee. This Assignment will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Delaware without reference to its conflicts of law provisions. If any term or provision of this Assignment will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances. This Assignment may not be amended unless mutually agreed upon in writing by both Assignee and Assignor, and no waiver will be effective unless signed by Assignee.

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Execution Version

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

Date: 1/30/2015

Name: Edward O'Sullivan
Title: CEO

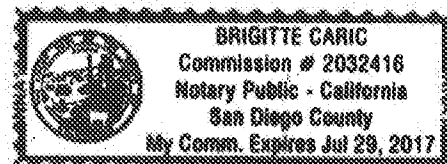
State of CALIFORNIA

)

SS:

County of SAN DIEGO

)



On this the 30 day of January, 2015, Edward O'Sullivan personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: January 30, 2015

Name: Andy Sklawer
Title: Vice President, Operations

State of Florida

)

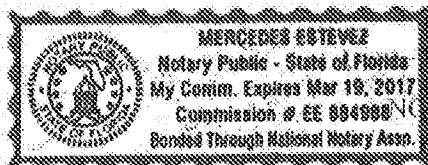
SS:

County of Dade

)

On this the 30 day of JAN, 2015, Andy Sklawer personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL



NOTARY PUBLIC

[The remainder of the page left blank intentionally; witness signature page follows]

STATEMENT BY WITNESS:

I, Amy Halman Rice (name of witness), whose full post office address is
4401 Eastgate Mall, San Diego, CA 92121 (address of witness) was personally present and did see
Ed O'Sullivan (name of representative for Assignor) execute the above assignment.

Date: January 30, 2015

Amy Halman Rice
[[Name of Witness 1]]

STATEMENT BY WITNESS:

I, Debra Park (name of witness), whose full post office address is
4401 Eastgate Mall, San Diego, CA 92121 (address of witness) was personally present and did see
Ed O'Sullivan (name of representative for Assignor) execute the above assignment.

Date: January 30, 2015

Debra R. Park
[[Name of Witness 2]]

STATEMENT BY WITNESS:

I, Richard C. Gulamali (name of witness), whose full post office address is
990 Parker Hwy Dr, Miami, FL 33172 (address of witness) was personally present and did see
Andy Schaner (name of representative for Assignee) execute the above assignment.

Date: January 30, 2015

[Signature]

STATEMENT BY WITNESS:

I, ALBERTO VADO (name of witness), whose full post office address is
502 NW 87th Ave Apt 411, Miami, FL 33172 (address of witness) was personally present and did see
Andy Schaner (name of representative for Assignee) execute the above assignment.

Date: 1/30, 2015

[Signature]

[The remainder of the page left blank intentionally; Schedule A follows]

SCHEDULE A

| WSGR Docket Number | Country | Application Number | Patent Number |
|---------------------------|--------------------------------|---------------------------|----------------------|
| 42051-728.9611 | Algeria | 100535 | |
| 42051-728.871 | Argentina | P 09 01 00334 | |
| 42051-728.681 | Australia | 2009210446 | 2009210446 |
| 42051-728.9621 | Bangladesh | 24/2009 | |
| 42051-728.691 | Brazil | PI 0907364-7 | |
| 42051-728.701 | Canada | 2,713,139 | 2,713,139 |
| 42051-728.881 | Chile | 198-2009 | |
| 42051-728.711 | China | 200980103688.3 | ZL200980103688.3 |
| 42051-728.9631 | Colombia | 10-091.359 | |
| 42051-728.721 | Costa Rica | 11621 | |
| 42051-728.736 | Dominican Republic | P2010-0234 | |
| 42051-728.9641 | Ecuador | SP-10-10439 | |
| 42051-728.9651 | Egypt | PCT/1276/2010 | |
| 42051-728.591 | Eurasia | 201001253 | 018901 |
| 42051-728.611 | Europe | 09707269.8 | |
| 42051-728.612 | Europe | 09709250.6 | |
| 42051-728.9661 | Gulf Cooperation Council (GCC) | P/2009/12760 | |
| 42051-728.891 | Hong Kong | 11104172.9 | |
| 42051-728.741 | India | 5997/DELNP/10 | |
| 42051-728.921 | Indonesia | WOO201002851 | ID P0034394 |
| 42051-728.731 | Israel | 207130 | 207130 |
| 42051-728.761 | Japan | 2010-545173 | 5491416 |
| 42051-728.9681 | Jordan | 31/2009 | |
| 42051-728.771 | Korea | 10-2010-7019069 | 1235961 |
| 42051-728.911 | Malaysia | PI 2010003628 | |
| 42051-728.781 | Mexico | MX/a/2010/008260 | 295198 |
| 42051-728.9711 | Morocco | 33136 | 32131 |
| 42051-728.791 | New Zealand | 587709 | 587709 |
| 42051-728.561 | Nigeria | NG/C/2010/918 | NG/C/2010/918 |
| 42051-728.9721 | Pakistan | 86/2009 | |
| 42051-728.601 | PCT | PCT/US2009/32495 | |
| 42051-728.602 | PCT | PCT/US2009/32499 | |
| 42051-728.951 | Peru | 000141-2009/DIN | 6944 |
| 42051-728.801 | Philippines | 1-2010-501740 | 1-2010-501740 |
| 42051-728.811 | Russia | 201001253 | 018901 |
| 42051-728.821 | Singapore | 201005422-9 | 163372 |
| 42051-728.841 | South Africa | 2010/05479 | 2010/05479 |
| 42051-728.851 | Taiwan | 098103336 | 1432402 |
| 42051-728.861 | Thailand | 0901000412 | |
| 42051-728.571 | Trinidad and Tobago | TT/A/2010/00147 | |
| 42051-728.931 | Ukraine | a 2010 10599 | 98839 |
| 42051-728.641 | United Kingdom | 0917868.2 | GB2460597 |
| 42051-728.101 | United States | 61/025,597 | |

| WSGR Docket Number | Country | Application Number | Patent Number |
|--------------------|---------------|--------------------|-------------------|
| 42051-728.102 | United States | 61/110,496 | |
| 42051-728.201 | United States | 12/362,439 | 8,168,678 |
| 42051-728.301 | United States | 13/272,180 | 8,362,044 |
| 42051-728.302 | United States | 13/297,160 | 8,338,484 |
| 42051-728.303 | United States | 13/666,703 | |
| 42051-728.831 | United States | 12/864,859 | |
| 42051-728.832 | United States | 12/865,342 | 8,067,445 |
| 42051-728.9761 | Uruguay | 31.622 | |
| 42051-728.9771 | Venezuela | 2009-000173 | |
| 42051-728.581 | Vietnam | 1-2010-02184 | |
| 42051-786.871 | Argentina | 20100102885 | |
| 42051-786.9621 | Bangladesh | 208/2010 | |
| 42051-786.701 | Canada | 2,768,587 | |
| 42051-786.711 | China | 201080034659.9 | |
| 42051-786.611 | Europe | 10806952.7 | |
| 42051-786.9661 | GCC | P/2010/16457 | |
| 42051-786.891 | Hong Kong | 12112757.4 | |
| 42051-786.731 | Israel | 217589 | |
| 42051-786.761 | Japan | 2012-523663 | |
| 42051-786.9681 | Jordan | 253/2010 | |
| 42051-786.771 | Korea | 10-2012-7005083 | |
| 42051-786.781 | Mexico | MX/a/2012/001542 | |
| 42051-786.9721 | Pakistan | 0682/2010 | |
| 42051-786.601 | PCT | PCT/US2010/043783 | |
| 42051-786.801 | Philippines | 1-2012-500198 | |
| 42051-786.821 | Singapore | 201200781-1 | |
| 42051-786.8211 | Singapore | 10201404662Y | |
| 42051-786.851 | Taiwan | 099125992 | I403318 |
| 42051-786.101 | United States | 61/231,660 | |
| 42051-786.201 | United States | 12/846,690 | 8,815,917 |
| 42051-786.301 | United States | 14/468,183 | |
| 42051-786.9761 | Uruguay | 32.833 | |
| 42051-786.9771 | Venezuela | 1250-2010 | |
| 42051-731.871 | Argentina | P090102505 | |
| 42051-731.681 | Australia | 2009266793 | 2009266793 |
| 42051-731.9621 | Bangladesh | 161/2009 | |
| 42051-731.691 | Brazil | PI0913930-3 | |
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| 42051-731.711 | China | 200980125478.4 | ZL 200980125478.4 |
| 42051-731.591 | Eurasia | 201100133 | 019351 |
| 42051-731.611 | Europe | 09774569.9 | |
| 42051-731.9661 | GCC | P/2009/13840 | |
| 42051-731.891 | Hong Kong | 11110672.1 | |
| 42051-731.741 | India | 506/DELNP/2011 | |
| 42051-731.731 | Israel | 210000 | |
| 42051-731.761 | Japan | 2011-516892 | 5531370 |
| 42051-731.9681 | Jordan | 244/2009 | |

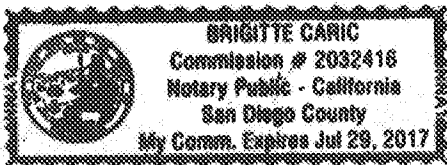
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|--------------------|----------------|--------------------|---------------|
| 42051-731.771 | Korea | 10-2011-7001585 | 1325367 |
| 42051-731.781 | Mexico | MX/a/2010/014172 | 311167 |
| 42051-731.9721 | Pakistan | 0601/2009 | |
| 42051-731.601 | PCT | PCT/US2009/49621 | |
| 42051-731.602 | PCT | PCT/US2009/49631 | |
| 42051-731.951 | Peru | 000917-2009 | |
| 42051-731.801 | Philippines | 1-2011-500019 | |
| 42051-731.811 | Russia | 201100133 | 019351 |
| 42051-731.821 | Singapore | 201009574-3 | 167573 |
| 42051-731.841 | South Africa | 2010/09090 | 2010/09090 |
| 42051-731.851 | Taiwan | 098122461 | 1403319 |
| 42051-731.861 | Thailand | 0901003011 | |
| 42051-731.641 | United Kingdom | 0911563.5 | GB2461629 |
| 42051-731.101 | United States | 61/078,311 | |
| 42051-731.201 | United States | 12/497,343 | 8,071,807 |
| 42051-731.401 | United States | 13/246,688 | 8,247,602 |
| 42051-731.831 | United States | 12/999,617 | |
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| 42051-731.9761 | Uruguay | 31.956 | |
| 42051-731.9771 | Venezuela | 2009-001242 | |
| 42051-740.681 | Australia | 2011203649 | |
| 42051-740.701 | Canada | 2,782,085 | |
| 42051-740.711 | China | 201180005405.9 | |
| 42051-740.591 | Eurasia | 201270653 | |
| 42051-740.611 | Europe | 11732103.4 | |
| 42051-740.891 | Hong Kong | 13105477.6 | |
| 42051-740.731 | Israel | 219987 | |
| 42051-740.761 | Japan | 2012-548102 | |
| 42051-740.771 | Korea | 10-2012-7019754 | |
| 42051-740.781 | Mexico | MX/a/2012/007927 | |
| 42051-740.601 | PCT | PCT/US2011/20264 | |
| 42051-740.801 | Philippines | 1-2012-501349 | |
| 42051-740.821 | Singapore | 201205004-3 | |
| 42051-740.101 | United States | 61/292,807 | |
| 42051-740.831 | United States | 13/519,292 | |

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On January 30, 2015 before me, Brigitte Caric, Notary Public,
personally appeared Edward P. O'Sullivan



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 is true and correct.

WITNESS my hand and official seal.

Brigitte Caric
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is representing: _____

