

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3587953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RVX THERAPEUTICS INC.	05/01/2014
RECEIVING PARTY DATA	
Name:	ZENITH EPIGENETICS CORP.
Street Address:	300,4820 RICHARD ROAD SW
City:	CALGARY, AB
State/Country:	CANADA
Postal Code:	T3E 6L1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14729959
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	202-408-4000
Email:	bonny.rogers@finnegan.com
Correspondent Name:	FINNEGAN, HENDERSON
Address Line 1:	901 NEW YORK AVENUE
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	12263.1005-01000
NAME OF SUBMITTER:	LESLIE A. MCDONELL
SIGNATURE:	/Leslie A. McDonell/
DATE SIGNED:	10/27/2015
Total Attachments: 4	
source=3ASSIGNMENT#page1.tif	
source=3ASSIGNMENT#page2.tif	
source=3ASSIGNMENT#page3.tif	
source=3ASSIGNMENT#page4.tif	

GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT

THIS AGREEMENT made effective as of the 1st day of May, 2014.

BETWEEN:

RVX THERAPEUTICS INC.

with its head office in the City of Calgary, Province of Alberta ("Assignor")

- and -

ZENITH EPIGENETICS CORP.

with its head office in the City of Calgary, Province of Alberta ("Assignee")

RECITALS:

- A. Assignor is a taxable Canadian corporation within the meaning of Subsection 89(1) of the *Income Tax Act (Canada)* ("ITA");
- B. Assignee is the holder of all the common shares of Assignor;
- C. By special resolution, Assignee, being the sole shareholder of Assignor, has authorized the assumption of all of the liabilities of Assignor by Assignee and the distribution of all of Assignor's assets to its shareholder and the dissolution of Assignor, pursuant to Subsection 211(2.1) of the *Business Corporations Act (Alberta)*.
- D. In conjunction with the dissolution of the Assignor, it is the intention of the parties that the Assignor wind up its affairs pursuant to the provisions of Subsection 88(1) of the ITA;

THE PARTIES AGREE AS FOLLOWS:

- 1. In this Agreement, the following words and phrases have the following meanings:
 - (a) "Assigned Property" means Assignor's entire interest in all of its property, assets and undertaking, including without limitation:
 - (i) all real property of Assignor,
 - (ii) all tangible depreciable property and assets of Assignor,
 - (iii) all cash on hand in bank accounts or other places of deposit maintained by or in trust for the benefit of Assignor,
 - (iv) all intellectual property of Assignor;
 - (v) all amounts payable to Assignor,
 - (vi) all contracts, including executory contracts, to which Assignor is a party, to the extent that such contracts are assignable,
 - (vii) all personal property of Assignor,

- (viii) all rights of action, claim or demand which Assignor now has or may at any time have against any one or more persons, firms, corporations or other entities,
 - (ix) all licenses, permits and other authorizations issued by any government authority which are necessary or advisable in relation to the business carried on by Assignor, and
 - (x) all of the goodwill of Assignor, including the sole and exclusive right to make representations that it is carrying on the business of Assignor as successor to and in continuation of Assignor;
- (b) **"Effective Date"** means May 1, 2014;
- (c) **"Liabilities"** means all debts, obligations, undertakings or other liabilities of Assignor whatsoever, whether contingent or absolute, accrued or future.
2. Effective from the Effective Date, Assignor transfers, conveys and assigns to Assignee the Assigned Property and the Assignee accepts the Assigned Property in full satisfaction of Assignee's entitlement as the shareholder of the Assignor's common shares.
 3. As consideration for the transfer of the Assigned Property, Assignee agrees to assume all the Liabilities and agrees to perform and pay as and when they become due all of the Liabilities at all times after the Effective Date.
 4. The conveyance of the Assigned Property is intended to be a tax deferred distribution of the Assigned Property to the Assignee on the winding-up of the Assignor for purposes of Subsection 88(1) of the ITA. Assignor shall execute all documents necessary to convey title and other records of ownership to Assignee. Upon completion of transfer of ownership and records of ownership of the Assigned Property and upon discharge or assumption of the Liabilities by Assignee, Assignor agrees to the filing of Articles of Dissolution for its dissolution.
 5. Assignor and Assignee shall, as and when requested by the other, promptly execute and deliver such further and other assurances and do or cause to be done all such acts and things as may be reasonably necessary to give effect to this Agreement.
 6. Assignor appoints Assignee as power of attorney, authorizing Assignee to sign and execute any documents required to be signed or executed by or on behalf of Assignor, either before or after the filing of the Articles of Dissolution. The power of attorney set forth in Schedule A to this Agreement shall form an integral part of this Agreement and, concurrently with the execution and delivery of this Agreement, the Corporation will execute and deliver such power of attorney.
 7. This Agreement shall be governed by the laws of Alberta and the federal laws of Canada applicable therein. Any and all disputes, actions or legal proceedings in relation to this Agreement shall be commenced in and adjudicated upon by the Courts of Alberta and each party attorns and submits to the jurisdiction of the Courts of Alberta in this respect.
 8. Time shall be of the essence of this Agreement.

{00176772.1}

9. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
10. The Assignor and the Assignee hereby confirm that, except to the extent (if any) that this agreement otherwise expressly provides, each party to this Agreement is acting as principal and not as the agent or instrumentality of any other person.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

RVX THERAPEUTICS INC.

ZENITH EPIGENETICS CORP.

Per:  _____

Per:  _____

{00176772.1}

SCHEDULE A

Form of Power of Attorney

POWER OF ATTORNEY

RVX Therapeutics Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the Province of Alberta, with its head office situated in the City of Calgary, in the Province of Alberta, does hereby irrevocably constitute and appoint any officer for the time being of Zenith Epigenetics Corp ("Zenith"), its successors and assigns, as the true and lawful attorney of the Corporation with the full power of substitution, to do and execute and deliver all acts, deeds, matters and things whatsoever in the name and stead of the Corporation without restriction or limitation, and including, without limitation, as may be necessary or desirable in connection with the sale, assignment, transfer and/or conveyance of any interest in the assets of the Corporation to Zenith, its successors, nominees and assigns and for any other purpose that may arise prior to or subsequent to any dissolution of the Corporation, and this power of attorney, being coupled with an interest, shall not be revoked by a certificate of dissolution being issued in respect of the Corporation by the Registrar of Corporations of the Province of Alberta or otherwise revoked.

IN WITNESS WHERE, the Corporation has executed this power of attorney as of the 1st day of MAY, 2014.

RVX THERAPEUTICS INC.

Per:  _____

{00176772.1}