

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3933447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BIOPHARMEX HOLDING S.A.	01/28/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CUTANEA LIFE SCIENCES, INC.	
<b>Street Address:</b>	656 SWEDES FORD ROAD, SUITE 320	
<b>City:</b>	WAYNE	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	19087	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15091142
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(720)904-7660	
<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>		
<b>Phone:</b>	303-572-6500	
<b>Email:</b>	morrism@gtlaw.com	
<b>Correspondent Name:</b>	HEATH J. BRIGGS, GREENBERG TRAURIG, LLP	
<b>Address Line 1:</b>	1200 17TH STREET, SUITE 2400	
<b>Address Line 2:</b>	THE TABOR CENTER	
<b>Address Line 4:</b>	DENVER, COLORADO 80202	
<b>ATTORNEY DOCKET NUMBER:</b>	102998.010100CON	
<b>NAME OF SUBMITTER:</b>	MARILYN MORRIS	
<b>SIGNATURE:</b>	/Marilyn Morris/	
<b>DATE SIGNED:</b>	06/23/2016	
<b>Total Attachments: 5</b>		
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source=102998-010100-Assignment-Biopharmex-Cutanea#page2.tif		
source=102998-010100-Assignment-Biopharmex-Cutanea#page3.tif		
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## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "*Assignment*") is made this 28 day of January 2013 by Biopharmex Holdings, S.A., a company organized under the laws of Luxembourg with a place of business located at 54 Bd Napoleon 1er, L2210 Luxembourg ("*Assignor*"), in favor of Cutanea Life Sciences, Inc., a corporation organized under the laws of Delaware with a place of business located at 656 Swedesford Road, Suite 320, Wayne, Pennsylvania 19087 USA ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Purchase Agreement dated [INSERT] (the "*Purchase Agreement*"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee the assets set forth on Schedule A (collectively, the "*Assets*");

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Assets; and

WHEREAS, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the Purchase Agreement and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Assets and all rights associated therewith including, without limitation: (a) rights in respect of continuation, continuation-in-part, divisional, reissue, and reexamination applications, utility models, or design registrations granted for any of the Assets; (b) the right to claim priority based on the filing date of the applications that are a part of the Assets under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and (c) all rights to sue and recover for any past infringements of any of the Assets.
3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Purchase Agreement including, without limitation, the representations and warranties thereof.

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4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of patents in the various jurisdictions affected to record Assignee as the owner of the Assets and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assets.

5. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee and its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 2, and from time to time to institute and prosecute in Assignee's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the Assets and to defend and compromise any and all actions, suits and proceedings in respect of any of the Assets and to do any and all such acts and things in relation thereto as the Assignee or its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

6. Further Assurances. Upon the request of the Assignee, or in case for any reason the Power of Attorney set forth in Section 5 is insufficient to effect the assignment set forth in Section 2 or effect any other purpose set forth in Section 5, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in Section 2 and the purposes set forth in Section 5.

7. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

8. Counterparts; Amendment. This Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

   
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REEL: 039000 FRAME: 0263

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Patent Assignment as of the 28 day of January 2013.

BIOPHARMEX HOLDINGS, S.A.

By: ELIZABETH LAUVIER LALEINE

BIOPHARMEX S.A.  
54 Boulevard Neuman I<sup>er</sup>  
L-2210 Luxembourg

Name: \_\_\_\_\_  
Title: ADMINISTRATOR

AND Director

[Signature Page to Bill of Sale and Assignment]

## SCHEDULE A

1. All intellectual property rights, if any, relating to, claiming or covering the Know-How including the right to seek patents covering the Know-How;
2. All intellectual property rights, if any, relating to, claiming or covering any and all Improvements including the right to seek patents covering any and all Improvements; and
3. Assignor's right in any of the following related to any Product: (i) IDEs and INDs; (ii) communications with Competent Authorities and the minutes of any meetings with Competent Authorities;; (iii) trial, drug, or device master files including copies of all case report forms; (iv) all listings and tables of results from clinical trials; (v) all treatment-related serious adverse event reports from clinical trials; (vi) retained samples of materials used in clinical trials; and (vii) all data, files and results of any chemistry, manufacturing, or control related activities.

## Acquired Assets

All right, title and interest in and to the following assets relating to the Technology:

- (1) the following US and foreign patent applications and patents:

Country	Application Number / Patent Number	Filing Date
FRANCE	FR0601657	2006-02-24
UNITED STATES	11/677,389	2007-02-21
PCT	IB2007/000422	2007-02-21
GCC	GCC/P/2007/7838	2007-02-21
BRAZIL	PI 0708157.0	2007-02-21
EUROPE	07705634.9	2007-02-21
ISRAEL	193540	2007-02-21
JAPAN	2008-555893	2007-02-21
MEXICO	MX/a/2008/010718	2007-02-21
CANADA	2 643 783	2007-02-21
CHINA	200780006101.8	2007-02-21
SOUTH KOREA	10-2008-7023320	2007-02-21

(2) any and all US and foreign patents, patent applications, and other rights issuing from, based on or claiming priority to or from the applications, patents, and rights listed in item (1) above, including but not limited to continuations, continuations in part, divisionals, reexaminations, extensions, reissues, substitutions, renewals, supplementary protection certificates, registrations, and confirmations of any of the foregoing;

(3) all intellectual property rights, if any, relating to, claiming or covering the Know-How including the right to seek patents covering the Know-How;

(4) all intellectual property rights, if any, relating to, claiming or covering any and all Improvements including the right to seek patents covering any and all Improvements; and

(5) Seller's right in any of the following related to any Product: (i) IDEs and INDs; (ii) communications with Competent Authorities and the minutes of any meetings with Competent Authorities; (iii) trial, drug, or device master files including copies of all case report forms; (iv) all listings and tables of results from clinical trials; (v) all treatment-related serious adverse event reports from clinical trials; (vi) retained samples of materials used in clinical trials; and (vii) all data, files and results of any chemistry, manufacturing, or control related activities.

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