

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4000640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TRANSDERMAL RESEARCH PHARM LABORATORIES, LLC	03/01/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AEQUUS PHARMACEUTICALS INC.	
<b>Street Address:</b>	2820-200 GRANVILLE STREET	
<b>City:</b>	VANCOUVER, BC	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	V6C 1S4	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15228382
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(215)751-1142	
<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>	2155672010	
<b>Email:</b>	jmurphy@crbcp.com	
<b>Correspondent Name:</b>	JOSEPH F. MURPHY	
<b>Address Line 1:</b>	7 PENN CENTER, 12TH FLOOR	
<b>Address Line 2:</b>	1635 MARKET STREET	
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	A1278/20020	
<b>NAME OF SUBMITTER:</b>	JOSEPH F. MURPHY	
<b>SIGNATURE:</b>	/Joseph F. Murphy/	
<b>DATE SIGNED:</b>	08/10/2016	
<b>Total Attachments: 5</b>		
source=A127820020AssignmentfromTrasdermaltoAequus#page1.tif		
source=A127820020AssignmentfromTrasdermaltoAequus#page2.tif		
source=A127820020AssignmentfromTrasdermaltoAequus#page3.tif		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Made as of Mar 1, 2016 (the "Effective Date")

**BETWEEN:**

**TRANSDERMAL RESEARCH PHARM  
LABORATORIES, LLC**, a company incorporated  
under the laws of New York having an address at  
38-21 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Long Island, New York,  
USA, 11101;

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

**AND:**

**AEQUUS PHARMACEUTICALS INC.**, a company  
incorporated under the laws of British Columbia  
having an address at 2820 – 200 Granville Street,  
Vancouver, BC, Canada, V6C 1S4;

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

(collectively, the "**Parties**")

**WHEREAS:**

- A.** The Assignor is the owner of certain invention(s) as fully set forth in patents and patent applications listed in Schedule "A";
- B.** The Parties have entered into a license agreement dated July 30, 2013 and amendment agreements dated June 1, 2014 and March 11, 2015 (collectively, the "License Agreement");
- C.** The Parties have also entered into a Research Service Contract dated August 1, 2013 and amendment agreement dated July 30, 2015;
- D.** The Assignee, is desirous of obtaining Assignor's entire right, title, property, interest and benefit in, to and under such inventions, patents and patent applications; and
- E.** The Parties wish to replace their license arrangement with an outright ownership transfer arrangement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

### **1. DEFINITIONS.**

Unless the context dictates otherwise, in this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1 "**Assigned Patents**" shall mean all applications for patents as listed in Schedule "A", as amended from time to time, including without limitation, any in-process patent applications, any related patent applications, issued patents, divisionals, continuations, continuations-in-part, reissues, re-examinations, extensions, term restorations, renewals, and any foreign counterparts applied for or issued therefrom, anywhere in the world;
- 1.2 "**Intellectual Property Rights**" shall mean any and all rights, title and interest in and to any and all ideas, discoveries, inventions, creations, works and know-how including, without limitation, patents, trade-marks, service marks, designs, integrated circuit topographies, copyrights, including

applications for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected anywhere in the world;

1.3 "Invention" means any invention described in any Assigned Patent;

1.4 "Know-How" means proprietary methods, devices, technology, trade secrets, inventions, compositions, designs, technical and non-technical information, manufacturing formulae, sketches, drawings, models, designs, specifications, processes, databases, research results, developed pharmacological and clinical data, software programs and applications, software source documents, formulae, know-how, show-how, technical and training manuals and documentation and other information developed in relation to any Invention; and

## **2. ASSIGNMENT.**

2.1 In consideration of the payment of the amount of one dollar (\$1) by Assignee to Assignor as of the Effective Date and for other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all of Assignor's right, title, property, interest and benefit in, to and under the Inventions, Know-How and Assigned Patents, including (a) the right to apply for patents in all jurisdictions of the world for the Inventions, (b) all applications for patents for the Inventions or based on the Assigned Patents in all jurisdictions, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the Inventions or upon the Assigned Patents, (c) all patents which may issue on the Inventions and on any application transferred by this Assignment in all jurisdictions, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the Inventions or upon such application, for the full term or terms for which the patents may be issued, (d) every priority right that is or may be predicated upon or arise from the Inventions, the Assigned Patents and such patent or application as aforesaid under any applicable international or bilateral treaty, agreement or convention, and (e) all rights to sue for and to collect damages for past, present and future infringements (including any intervening rights between publication of any patent application and its grant to patent) of the Assigned Patents, including any such patent or application as aforesaid. Assignor hereby authorizes Assignee to file patent applications in all countries for any or all of the Inventions under any international or bilateral treaty, agreement or convention, or otherwise.

## **3. FURTHER ACTS.**

3.1 Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, models, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment namely in the implementation or perfection of this Assignment, including the confirmatory Patent Assignment Agreement attached as Schedule B hereto.

## **4. WAIVER OF MORAL RIGHTS.**

4.1 The Assignor waives for the benefit of the Assignee its moral rights and similar non-assignable rights in the Know-How throughout the world.

## **5. REPRESENTATIONS AND WARRANTIES.**

5.1 Assignor hereby represents and warrants to Assignee that:

- 5.1.1 All of the Assigned Patents which have been registered or applied for have been properly maintained and renewed by the Assignor in accordance with all applicable law;
- 5.1.2 Assignor owns all right, title and interest in and to the Assigned Patents and Inventions, free and clear of any encumbrances.

6. GENERAL.

- 6.1 This Agreement shall be governed by the laws of British Columbia without reference to its conflict of laws principles. Both Parties agree to submit disputes under this Agreement to the courts of competent jurisdiction located in Vancouver, British Columbia. In case of ambiguity, inconsistency or incompatibility between any provision contained in this Agreement and any other provision contained in this Agreement, the provision which is more specific shall prevail over the provision which is more general to the extent of any such ambiguity, inconsistency, incompatibility, as the case may be. Time is of the essence with respect to each provision of this Agreement. This Agreement may not be modified except in writing by both Parties. Should any section or term contained in this Agreement be declared invalid by a court of law, it shall be severed from this Agreement without affecting any other terms which will continue to remain in full force.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

TRANSDERMAL RESEARCH PHARM  
LABORATORIES, LLC

Per: \_\_\_\_\_

Authorized Signatory

AEQUUS PHARMACEUTICALS INC.

Per: \_\_\_\_\_

Authorized Signatory

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**TRANSDERMAL RESEARCH PHARM  
LABORATORIES, LLC**

Per: \_\_\_\_\_  
Authorized Signatory

**AEQUUS PHARMACEUTICALS INC.**

Per:   
Authorized Signatory

# SCHEDULE A

## ASSIGNED PATENTS AND PATENT APPLICATIONS

FILE NUMBER	TITLE	COUNTRY	STATUS	FILING DATE	SERIAL NUMBER
P1214/20005	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY	United States of America	Published	Nov 5, 2012	13668500
P1214/20006	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY [paperless]	Canada	Pending	Oct 20, 2011	2816203
P1214/20007	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY [paperless]	Mexico	Pending	Oct 20, 2011	MXa2013004693
P1214/20008	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY [paperless]	European Patent Office	Pending	Oct 20, 2011	118368869
P1214/20009	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY [paperless]	Japan	Published	Oct 20, 2011	2013536677
P1214/20010	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY [paperless]	Australia	Issued	Oct 20, 2011	2011320758
P1214/20011	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY [paperless]	India	Published	Oct 20, 2011	3759DELNPP2013
P1214/20012	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY [paperless]	Brazil	Pending	Oct 20, 2011	BR1120130101903
P1214/20013	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY [paperless]	Russian Federation	Pending	Oct 20, 2011	2013124401
P1214/20014	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY [paperless]	China	Pending	Oct 20, 2011	2011800526670
P1214/20016	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY	United States of America	Issued	Apr 15, 2013	13879485
P1214/20018	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSOERMAL DELIVERY	Hong Kong	Pending	Oct 20, 2011	141021187
P1214/20021	ARIPRAZOLE COMPOSITIONS AND METHODS FOR ITS TRANSDERMAL DELIVERY	United States of America	Published	Aug 13, 2015	14825318
P1214/20022	TRANSOERMAL AND/OR TOPICAL DELIVERY SYSTEM COMPRISING CLOBAZAM	United States of America	Pending	Aug 17, 2015	62205909
P1214/20023	TRANSOERMAL AND/OR TOPICAL DELIVERY SYSTEMS COMPOSED OF DOXYLAMINE SUCCINATE AND PYRIDOXINE HYDROCHLORIDE IN COMBINATION, OR ALONE	United States of America	Pending	Aug 17, 2015	62205941

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PATENT

RECORDED: 08/10/2016

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