

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4098391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ITHERX PHARMA, INC.	05/11/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRS - TUSTIN SAFEGUARD ASSOCIATES II, LLC
<b>Street Address:</b>	4435 EASTGATE MALL
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12949646
Application Number:	12637714
Application Number:	12637712
Application Number:	61510000
Patent Number:	7749999
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(619)232-8311
<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>Email:</b>	renzo.rocchegiani@dentons.com
<b>Correspondent Name:</b>	RENZO N. ROCCHEGIANI
<b>Address Line 1:</b>	4655 EXECUTIVE DRIVE
<b>Address Line 2:</b>	SUITE 700
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121
<b>NAME OF SUBMITTER:</b>	RENZO N. ROCCHEGIANI
<b>SIGNATURE:</b>	/Renzo N. Rocchegiani/
<b>DATE SIGNED:</b>	10/14/2016
<b>Total Attachments: 75</b>	
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11 (B) ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this 11<sup>th</sup> day of April, 2016, by and between BRS - Trustin Safeguard Associates II, LLC, a Delaware limited liability company, or nominee, as buyer (the "Buyer"), and Ronald E. Stadtmueller, the duly-appointed Chapter 7 trustee of Debtor, as seller ("Seller" or "Trustee").

RECITALS

A. Itherx Pharma, Inc., is a Chapter 7 debtor in a case pending in the United States Bankruptcy Court for the Southern District of California ("Bankruptcy Court"), Case Number 14-07458-LT7 ("Debtor" and the bankruptcy estate of the Debtor may hereinafter be referred to as the "Estate"), having filed a Chapter 7 on September 19, 2014.

B. Prepetition Debtor obtained and/or applied for certain patents relating to the Hepatitis C virus and related inhibitors ("Intellectual Property"). A list of the Intellectual Property is attached hereto as Exhibit "A". The Estate also owns computers, which have information relating to the Intellectual Property. The Intellectual Property and computers are collectively referred to as the "Assets".

C. The Trustee was duly appointed Chapter 7 trustee on September 19, 2014, and as a result of such appointment, has control of and authority to act on behalf of and dispose of the Estate's Assets, subject to approval by and order of the Bankruptcy Court.

D. Trustee, as Seller, wishes to sell to Buyer the Assets on an "as is, where is, with all faults" basis, at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire the Assets.

E. Following execution of this Agreement, the Trustee will file the necessary pleading with the Court to obtain Bankruptcy Court Approval (as defined below) of the sale, subject to overbid, and the sale will close promptly to the highest and best bidder following such approval.

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

1. Transfer of Assets.

1.1 Purchase and Sale of Assets. On the Closing Date, as hereinafter defined, in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase all of estate's right, title and interest as of the Closing Date in and to the Assets, consisting of all of Seller's right title and interest in and to those assets listed in the attached Exhibit "A", pursuant to 11 U.S.C. §363, free and clear of all liens, claims and encumbrances.

1.2 Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the Assets to Buyer shall be made by bill of sale and assignment, and such other instruments as may reasonably be requested by Buyer or Trustee.

1.3 No Assumed Liabilities. Buyer is not assuming any liability of Debtor or agreeing to assume and perform any contractual obligation of Debtor, and Buyer shall not be liable for any other liabilities or obligations of Debtor by virtue of this transaction.

1.4 No Representation Regarding Assets. Buyer acknowledges and agrees that the intent of this Agreement is the sale and purchase by Buyer of the Assets. Buyer also acknowledges and agrees that the Trustee has no knowledge of the Assets apart from the information provided by the Debtor or its representatives and agents and Buyer or its representatives and agents. The listing of Assets set forth on Exhibit "A", has been provided by Debtor or its representatives and agents and Buyer or its representatives and agents and the Trustee is not verifying the specific accuracy of the Assets or the nature and extent of the Estate's interests, if any, in the Assets. The sale of the Assets is on an "as-is, where-is, with all faults" basis, including the responsibility of Buyer to verify the nature, quantity, quality and description of the Assets. The Parties acknowledge and agree that there will be no adjustment of the Purchase Price if the nature, quantity, quality and description of the Assets are other than depicted in the Exhibit "A". The parties also acknowledge and agree that the obligations of Buyer hereunder are not conditioned on the occurrence or non-occurrence of any other event, transaction or outcome.

2. Consideration.

2.1 Purchase Price. The consideration to be paid by Buyer to Trustee for the Assets is Thirty Thousand Dollars (\$30,000.00) (the "Purchase Price"), and has already been wired to Trustee's counsel's client trust account.

3. Closing Transaction.

3.1 Closing. The Closing of the transactions provided for herein (the "Closing") shall take place on the Closing Date at the offices of Sullivan Hill Lewin Rez & Engel, 560 West C Street, Suite 1500, San Diego, CA 92101 or other such place as mutually agreed upon by Seller and Buyer.

3.2 Closing Date. Following execution of this Agreement, the Trustee will file the necessary pleadings with the Court to obtain Bankruptcy Court Approval (as defined below) and the sale will close within fifteen (15) days following the entry of the necessary order of the Court, as provided in Section 4.1, and the effectiveness of such order has not been stayed by a court of competent jurisdiction ("Closing Date"). Alternatively, the parties may mutually agree to an extended Closing Date. Until this Agreement is either terminated or the parties have agreed upon an extended Closing Date, the parties shall diligently continue to work to satisfy all conditions to Closing.

3.3 Seller's Deliveries to Buyer at Closing. On the Closing Date, Seller shall cause to be delivered to Buyer the following:

(a) An Assignment in the form attached hereto as Exhibit "B" hereto, duly executed by Seller, pursuant to which Seller sells and assigns the Assets to Buyer (the "Assignment").

(b) A Bill of Sale in the form attached hereto as Exhibit "C";

(c) Such other instruments of transfer, necessary to transfer to Buyer good, marketable and legal title to all of the Assets, all in forms which are consistent with the terms of this Agreement and are usual and customary for transferring the type of Assets involved under the laws of the jurisdictions applicable to such transfers.

3.4 Sales, Use and Other Taxes. Buyer shall bear and pay any sales or use taxes imposed by the State of California on the sale of the Assets. Seller shall report the sale of the Assets on its final sales tax return. If there are any taxes due Buyer shall pay over to Seller in Good Funds the full amount of taxes due, which Seller shall in turn pay over to the taxing authority. Buyer shall indemnify Seller and the Estate in the event the amount of sales taxes due is increased in a subsequent audit or examination by the State Board of Equalization, and shall promptly upon notice from Seller to Buyer reimburse Seller for any additional taxes payable. Buyer shall indemnify the Seller and the Estate against, any other taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets under this Agreement.

#### 4. Conditions Precedent to Closing.

4.1 Bankruptcy Court Approval Hearing: Overbid Procedure. Seller's obligation to sell and Buyer's right to buy is conditioned on the approval of the Bankruptcy Court of the transaction contemplated by this Agreement. The sale of the Assets is subject to overbid.

(a) The procedure for the approval of the sale shall be determined by the Bankruptcy Court, provided that the motion of the Trustee for approval of the sale of the Assets to Buyer pursuant to this Agreement shall request the following terms and conditions for confirmation of the sale and for handling overbidding at the hearing on the motion ("Sale Hearing"):

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(i) At any time prior to five (5) days before the Sale Hearing, any party interested in participating in the sale as a potential overbidder (other than Buyer) must become a "Qualified Overbidder" by:

(1) Providing Notice to the Trustee, identifying the proposed purchaser and providing sufficient information regarding the proposed purchaser and the proposed acquisition consideration to enable the Trustee to evaluate the capability of the proposed purchaser to complete the transaction and the feasibility and valuation of the proposed consideration;

(2) Depositing with the Trustee Good Funds in the amount of Thirty-five Thousand five hundred Dollars (\$35,500.00) ("Bidder Deposit"). If the Qualified Overbidder is the successful bidder, the Bidder Deposit shall be applied and credited toward payment of the purchase price at the Closing. If the Qualified Overbidder is not the successful bidder, the Bidder Deposit shall be refunded to the Qualified Overbidder within fifteen (15) calendar days following entry of the order approving the Sale; and

(3) Executing an Overbidder Agreement in substantially the form of this Agreement, setting forth details of the Qualified Overbidder's initial bid, in the amount of at least Thirty-five Thousand Five Hundred Dollars (\$35,500.00).

(4) Overbidder must furnish to the Trustee proof of financial ability to close consisting of bank statements showing deposit account balances exceeding the balance of the purchase price accompanied by a personal or officer certificate confirming that those balances will remain on hand at the Closing Date;

(ii) Buyer and any Qualified Overbidders and/or their qualified representatives must be present to participate in the overbid process by making a personal appearance at the Sale Hearing.

(iii) If there is an overbid and the successful Overbidder does not consummate the sale the Trustee will be able to offer the property to the next highest Overbidder without further notice to creditors.

(b) If one or more potential overbidders have become a Qualified Overbidder, as provided above, the Trustee will request at the hearing that the Bankruptcy Court conduct an auction of the Assets. If no Qualified Overbidder is present, the Bankruptcy Court shall be requested to enter a Sale Approval Order (as defined below) approving the Buyer as the winning bidder. If a Qualified Overbidder complies with the requirements set forth above, an auction shall be conducted by the Trustee at the hearing and at such auction, the Trustee shall recommend to the Bankruptcy Court that the minimum incremental bid be \$5,000 and the Trustee shall recommend to the Bankruptcy Court limitations on the types of consideration and the Assets to be purchased that can be taken into account for purposes of evaluating subsequent bids. An offer for the Assets of Debtor shall be preferred to an offer for a portion of the Assets. An all cash offer shall be preferred to one with a royalty-type payout or other illiquid, non-cash consideration. At the conclusion of the auction, Trustee shall designate the increased bid that is the highest and best bid, which the Trustee will recommend to the Bankruptcy Court. However, Seller shall not be deemed

to have accepted any bid unless and until such bid and Seller's acceptance thereof have been authorized and approved by order of the Bankruptcy Court (the "Sale Approval Order"). All Bidder Deposits shall be returned to each bidder not selected by the Trustee as the buyer no later than five (5) business days following the Closing of the sale of the Assets.

(c) The Sale Approval Order shall further find and order that (i) Seller has conducted the sale of the Assets in accordance with procedures approved by the Bankruptcy Court; (ii) this Agreement was negotiated, proposed and entered into by Seller and Buyer (or Seller and a higher and better offeror) without collusion, in good faith and from arm's length bargaining positions; (iii) by entering into this Agreement and by closing the sale of the Assets, Buyer (or a higher and better offeror) is not acquiring or assuming any of the Debtor's or any other person's liabilities; (iv) Seller has given adequate notice of the proposed bankruptcy sale of the Assets, of the description of the Assets and the principal terms of the sale; (v) the Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof; and (vi) Buyer (or a higher and better offeror) shall acquire the Assets on an "as is, where is, with all faults" basis, free and clear of all liens, claims, encumbrances, and other interests therein at the Closing, with all such liens, claims, encumbrances, and other interests to attach to the net proceeds of the sale of the Assets in order of their validity, priority, enforceability and amount.

4.2 Conditions to Seller's Obligations. Seller's obligation to make the deliveries required of Seller at the Closing Date shall be subject to the satisfaction or waiver by Seller of each of the following conditions:

(a) All of the representations and warranties of Buyer contained herein shall continue to be true and correct at the Closing in all material respects.

(b) Buyer shall have executed and delivered to Seller all of those documents, instruments and agreements required to be executed by Buyer to Seller under Section 3.3.

(c) No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

(d) The Trustee shall have obtained Bankruptcy Court Approval, as provided above; Trustee reserves the right to abandon the Assets if during his administration of this case, he unilaterally determines there is little or no value in the Assets for the benefit of creditors.

4.3 Conditions to Buyer's Obligations. Buyer's obligation to make the deliveries required of Buyer at the Closing shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

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(a) Seller shall have executed and delivered to Buyer all of those documents, instruments and agreements required to be executed by Seller to Buyer under Section 3.3 hereof.

(b) The Trustee shall have obtained Bankruptcy Court Approval, as provided above.

(c) Buyer performed its own due diligence, without relying on any information or documents provided by Trustee or his agents, regarding its decision to purchase the Assets.

4.4 Notice. Notice of the Trustee's request for approval of the sale of the Assets shall be given by the Trustee to all creditors of Debtor listed on the master mailing matrix maintained by the Bankruptcy Court as updated through the date such notice is served by Trustee's counsel.

4.5 Termination. Either or both parties, as applicable, may terminate this Agreement only under the circumstances set forth below:

(a) Seller and Buyer may terminate this Agreement by written mutual consent at any time prior to the Closing.

(b) This Agreement shall terminate upon the closing of a transaction with a third-party overbidder at the Auction, as described in Section 4.1(e).


(c) Trustee reserves the right to abandon the Assets if during his administration of this case, he unilaterally determines there is little or no value in the Assets for the benefit of creditors.

#### 4.6 Consequences of Termination

(a) In the event this Agreement is terminated under Sections 4.1(a) - (b); 4.2(c) and (d); 4.3(a) and (b) and 4.5(a) through 4.5(c) above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party; provided that the Trustee shall in either event deliver to Buyer the Deposit, as Buyer's sole remedy in respect of such termination.

(b) In all other events, if this Agreement is terminated by the Trustee because of a breach of this Agreement by Buyer or because one or more of the conditions to Buyer's obligations under this Agreement is not satisfied as a result of Buyer's failure to comply with its obligations under this Agreement, the Trustee's right to pursue all legal remedies will survive such termination unimpaired; provided that the Trustee shall in such event retain all funds paid by Buyer (and any interest accrued thereon), as liquidated damages.

4.7 Liquidated Damages. BUYER AND SELLER ACKNOWLEDGE THE IMPRACTICALITY AND EXTREME DIFFICULTY OF FIXING THE ACTUAL DAMAGES SELLER WOULD SUSTAIN AS A RESULT OF THE BREACH OF BUYER'S OBLIGATION TO COMPLETE THE PURCHASE OF THE ASSETS FOLLOWING CONFIRMATION, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES



PROVIDED FOR IN SECTION 4.5(b) REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WILL INCUR AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE. HOWEVER, THIS SECTION SHALL NOT LIMIT SELLER'S RIGHTS UNDER THE INDEMNITY OBLIGATIONS OR ATTORNEY'S FEES PROVISIONS OF THIS AGREEMENT, OR THE RIGHT TO RETURN OR DELIVERY OF DOCUMENTS, INFORMATION, REPORTS AND OTHER MATERIALS AS PROVIDED IN THIS AGREEMENT. IF BUYER BREACHES THE OBLIGATION TO COMPLETE THE PURCHASE OF ASSETS, THEN SELLER, BY NOTICE TO BUYER, MAY TERMINATE BUYER'S RIGHTS TO PURCHASE THE ASSETS AND, AS SELLER'S SOLE REMEDY FOR THE DEFAULT BY BUYER, SELLER SHALL RECEIVE AND RETAIN THE DEPOSIT UNDER THIS AGREEMENT AS LIQUIDATED AND AGREED UPON DAMAGES. BY INITIALING THE SPACES WHICH FOLLOW, BUYER AND SELLER SPECIFICALLY AND EXPRESSLY AGREE TO ABIDE BY THE TERMS AND PROVISIONS OF THIS PARAGRAPH CONCERNING LIQUIDATED DAMAGES.

  
SELLER'S INITIALS

  
BUYER'S INITIALS

5. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer:

5.1 Validity of Agreement. Upon obtaining Bankruptcy Court Approval, this Agreement shall constitute the valid and binding obligation of Seller, enforceable in accordance with its terms.

5.2 Title. Upon approval of the Bankruptcy Court, at the Closing, Buyer will acquire all of Seller's right, title and interest in and to all the Assets, free and clear of any liens, claims or encumbrances, as provided in the Sale Approval Order.

6. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller:

6.1 Validity of Agreement. This Agreement, when executed and delivered by Buyer, shall constitute the valid and binding obligation of Buyer enforceable in accordance with its terms.

6.2 No Conflicts or Violations. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not: (i) conflict with or result in a breach of the articles of organization of Buyer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

7. "AS IS" Transaction. The Trustee specifically disclaims (and the Buyer expressly agrees that the Trustee is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with the nature, existence, quantity, quality and description of the Assets, or the extent of the Trustee's interests



therein, or the condition, quality, suitability, value, or merchantability of Seller's interest in or rights to the Assets:

THE BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE SALE OF THE ASSETS TO THE BUYER IS: ON AN "AS IS, WHERE IS" BASIS; WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE NATURE, QUANTITY, QUALITY OR DESCRIPTION OF THE ASSETS; (B) NEITHER SELLER OR DEBTOR MAKES ANY REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION OR VALUE OF THE ASSETS; (C) THE SOLE REPRESENTATIONS AND WARRANTIES OF SELLER REGARDING THE ASSETS ARE THOSE SPECIFICALLY PROVIDED IN WRITING IN THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES ARE TO BE IMPLIED OR INFERRED. BUYER FURTHER ACKNOWLEDGES THAT PRIOR TO THE CLOSING DATE, BUYER HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF ALL RELEVANT MATTERS RELATING TO OR AFFECTING THE ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 5, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

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SELLER'S INITIALS

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BUYER'S INITIALS

8. Post-Closing Covenants.

8.1 Post-Closing Maintenance of and Access to Information. Buyer will also comply with the following provisions:

(a) The parties acknowledge that after Closing, Seller or its successors may need access to information or documents in the control or possession of Buyer for the purposes of concluding the transactions herein contemplated, preparing or filing tax returns or responding to audits, contracts and to satisfy other legal requirements, and to prosecute or defend third party claims.

(b) Buyer shall not dispose of or destroy any of the records and files relating to the Assets prior to the third anniversary of the Closing Date. If Buyer wishes to dispose of or destroy such records and files after that time, it shall first give sixty (60) days' prior written notice to Seller, and Seller shall have the right, at its option and expense, upon prior written notice to Buyer within such sixty-day period, to take possession of the records and files within ninety (90) days after the date of the notice from Seller.

(c) Buyer shall cooperate fully in connection with, and make available for inspection and copying by, Seller, its successors, and their respective employees, agents, counsel and accountants and/or governmental authorities, upon

[Signature]  
[Signature]

written request, such books, records documents and other information to the extent reasonably necessary to facilitate the purposes set forth in subsection (a) above and for other legitimate corporate purposes. In addition, Buyer shall cooperate with, and shall permit and use its best efforts to cause, its former and present directors, officers and employees to cooperate with Seller on and after Closing in furnishing information, evidence, testimony and other assistance in connection with any action, proceeding, arrangement or dispute of any nature with respect to the Assets and pertaining to periods prior to the Closing Date.

(d) Seller shall be entitled to retain any records that relate to events or periods prior to Closing for purposes of pending litigation involving matters to which such records refer.

**8.2 Indemnification.** Buyer agrees to defend at its own cost and to indemnify and hold harmless Seller, and its employees, affiliates and agents, from and against any and all loss, costs, expenses (including attorney fees), damages, and liabilities, however caused, resulting directly or indirectly from or pertaining to the ownership or operation of the Assets after Closing, the operation of the business of Buyer and/or any breach of this Agreement.

**8.3 Broker's Commission.** Buyer and Seller each represent to the other that it knows of no claim for broker's or finder's fees or other commissions in connection with this transaction other than as provided herein.

## **9. Miscellaneous.**

**9.1 Notices.** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other ("Notices") shall be in writing and shall be deemed given: (1) when personally delivered, or (2) upon receipt or refused delivery if deposited in the United States mail, certified or registered mail, postage prepaid, return receipt required, or (3) the next business day after being deposited with a recognized overnight mail or courier delivery service, or (4) when transmitted by facsimile or telecopy transmission, with receipt acknowledgment upon transmission, and with a copy sent on the same day by one of the other permitted methods of delivery addressed as follows:

To Seller: Ronald E. Stadtmueller, Trustee  
10756 Scripps Poway Pkwy.,  
Suite 370  
San Diego, CA 92131  
Email: ronstadtmueller@aol.com

With a copy to: Sullivan Hill Lewin Rez & Engel  
550 West C Street, 15th Floor  
San Diego, California 92101  
Attn: Gery B. Rudolph  
Email: rudolph@sullivanhill.com

To Buyer: BRS -- Tustin Safeguard Associates II, LLC  
Attn: Marc R. Brutten  
4436 Eastgate Mall #300  
San Diego, CA 92121  
Email: mbrutten@westcoors.net

With a copy to: Patrick E. Catalano, Esq.  
Catalano & Catalano  
459 Manzano Place  
Chula Vista, California 91910  
Email: Patrick.Catalano@legalcat.com

9.2 Entire Agreement. This instrument and the documents to be executed pursuant hereto contain the entire agreement between the parties relating to the sale of the Assets. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

9.3 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto.

9.4 Closing Date. All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously at 12:01 AM on the Closing Date, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected.

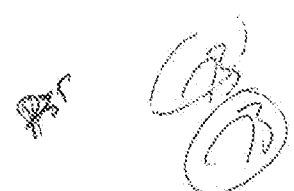
9.5 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

9.6 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

9.7 Further Assurances. Each party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein or the intentions of the parties with respect thereto.

9.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.9 Payment of Fees and Expenses. Each party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transaction described herein.



9.10 Survival. Except for the covenants and agreements to be performed after the Closing Date, none of the respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

9.11 Assignments. Seller acknowledges and agrees that BRS-Tustin Safeguard Associates II, LLC ("BRS") Intends to assign this Agreement to its nominee, Catalano & Catalano. Upon such assignment, BRS shall have no further obligation hereunder and Seller shall look solely to such nominee for performance of Buyer's obligations hereunder and BRS shall have no liability in the event of a breach of this Agreement.

9.12 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

9.13 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, the United States Bankruptcy Code, the Federal Bankruptcy Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure and the Federal Rules of Evidence.

9.14 Good Faith. All parties hereto agree to do all acts and execute all documents required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after Closing.

9.15 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

9.16 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of facsimile signature pages.

9.17 Tax Effect. None of the parties (nor such parties' counsel or accountants) has made or is making in this Agreement any representation to any other party (or such party's counsel or accountants) concerning any of the tax effects or consequences on the other party of the transactions provided for in this Agreement. Each party represents that it has obtained, or may obtain, independent tax advice with respect thereto and upon which it, if so obtained, has solely relied.

9.18 Authority to Execute. Buyer represents that the person and or entity executing this Agreement on its behalf has the authority to do so and bind it to the terms and conditions of this Agreement.

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8.19 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING; TO (I) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (II) THE ASSETS, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

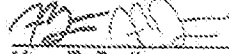
IN WITNESS WHEREOF, the parties herein have executed this Asset Purchase Agreement as of the day and year first above written.

BUYER:

BRS-Tustin-Safeguard Associates II, LLC,  
a Delaware limited liability company

By: Westcore Investments I, LLC  
a Delaware limited liability company  
Its Sole Member

By: Westcore Properties, LLC  
a Delaware limited liability company  
Its Sole Member

By:   
Name: Marc R. Bruffen  
Title: Authorized Signatory

SELLER:

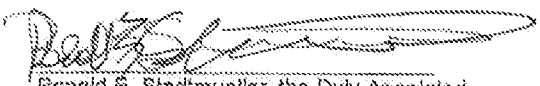
  
Ronald E. Stadtmueller, the Duly Appointed  
Chapter 7 Trustee of the Bankruptcy Estate of  
Itherx Pharma, Inc.



EXHIBIT "A"

LIST OF THE INTELLECTUAL PROPERTY AND COMPUTERS

379647-v1

























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Page 2 of 2  
Patent Register  
(Continued from page 1)

Page 10

Class	Subclass	Section	Patent No.	Inventor	Issue Date	Term
2100	0000	0000	1,234,567	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,568	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,569	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,570	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,571	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,572	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,573	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,574	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,575	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,576	J. D. Smith	10/10/90	10/10/2000
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2100	0000	0000	1,234,580	J. D. Smith	10/10/90	10/10/2000
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2100	0000	0000	1,234,589	J. D. Smith	10/10/90	10/10/2000
2100	0000	0000	1,234,590	J. D. Smith	10/10/90	10/10/2000

Patent Register  
Page 10 of 10

Patent Register  
Page 10 of 10

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Page 1 of 1

James B. ...  
Patent ...

Page 2

Patent No.	Title	Inventor	Date	Status
1,234,567	Method for ...	James B. ...	1980-01-01	Active
2,345,678	System for ...	James B. ...	1981-03-15	Active
3,456,789	Device for ...	James B. ...	1982-05-20	Active
4,567,890	Process for ...	James B. ...	1983-07-10	Active
5,678,901	Apparatus for ...	James B. ...	1984-09-05	Active
6,789,012	Method for ...	James B. ...	1985-11-25	Active
7,890,123	System for ...	James B. ...	1986-01-15	Active
8,901,234	Device for ...	James B. ...	1987-03-10	Active
9,012,345	Process for ...	James B. ...	1988-05-05	Active
0,123,456	Apparatus for ...	James B. ...	1989-07-20	Active

James B. ...  
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2025 RELEASE UNDER E.O. 14176

August 26, 1974

James Long  
National Highway  
for Automobiles, Inc.

Page 3

Transmitter Call Sign	Class of Service	Frequency MHz	Power Watts	Location City, State
W4000	Mobile	157.55	100	Atlanta, Georgia
W4001	Mobile	157.55	100	Atlanta, Georgia
W4002	Mobile	157.55	100	Atlanta, Georgia
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Original Date

Page

James D. ...  
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Publication Number	Class Number	Priority Date	Inventor	Applicant	Attorney
4,230,000	2,200,000	12/15/78	James D. ...	...	...
4,230,000	2,200,000	12/15/78	James D. ...	...	...
4,230,000	2,200,000	12/15/78	James D. ...	...	...

James D. ...  
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August 12, 1973

Page 14

James E. King  
Patent Engineer  
1000 North 10th Street

Patent No.	Class.	Publ. No.	Publ. Date	Publ. Office	Publ. Status
3,485,200	405	4,012,100	12/15/72	USPTO	Granted
3,485,201	405	4,012,101	12/15/72	USPTO	Granted
3,485,202	405	4,012,102	12/15/72	USPTO	Granted
3,485,203	405	4,012,103	12/15/72	USPTO	Granted
3,485,204	405	4,012,104	12/15/72	USPTO	Granted
3,485,205	405	4,012,105	12/15/72	USPTO	Granted
3,485,206	405	4,012,106	12/15/72	USPTO	Granted
3,485,207	405	4,012,107	12/15/72	USPTO	Granted
3,485,208	405	4,012,108	12/15/72	USPTO	Granted
3,485,209	405	4,012,109	12/15/72	USPTO	Granted
3,485,210	405	4,012,110	12/15/72	USPTO	Granted
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3,485,249	405	4,012,149	12/15/72	USPTO	Granted
3,485,250	405	4,012,150	12/15/72	USPTO	Granted

1000 North 10th Street  
Patent Engineer  
August 12, 1973

James E. King  
Patent Engineer  
1000 North 10th Street

(B)

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Page 15, 2011

Page 15

Patent Office

Location	City	State	Country	Postal Code
Washington	Washington	DC	USA	20540
London	London	UK	UK	WC2A 9PL
Paris	Paris	FR	FR	75001
Berlin	Berlin	DE	DE	10115
Madrid	Madrid	ES	ES	28002
Rome	Rome	IT	IT	00100
Brussels	Brussels	BE	BE	1050
Vienna	Vienna	AU	AU	1040
Stockholm	Stockholm	SE	SE	10333
Helsinki	Helsinki	FI	FI	00100
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Bonn	Bonn	DE	DE	53111
Munich	Munich	DE	DE	80333
Frankfurt	Frankfurt	DE	DE	60325
Cologne	Cologne	DE	DE	50667
Düsseldorf	Düsseldorf	DE	DE	40210
Stuttgart	Stuttgart	DE	DE	70372
Darmstadt	Darmstadt	DE	DE	64289
Karlsruhe	Karlsruhe	DE	DE	76133
Heidelberg	Heidelberg	DE	DE	69126
Leipzig	Leipzig	DE	DE	04109
Dresden	Dresden	DE	DE	80539
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Handwritten signature

James Doy  
 Patent Agent  
 110 West 42nd St

Under the  
 County  
 of New York  
 State of New York  
 In SENATE  
 SENATE CHAMBER  
 January 10, 1907

REPORT OF THE  
 COMMISSIONERS OF THE LAND OFFICE  
 IN ANSWER TO A RESOLUTION PASSED BY THE SENATE  
 JANUARY 10, 1907

PATENT  
 REEL: 027008 FRAME: 0088

(73)

285

Page 10

James Day  
Patent Request  
for examination

Name of Inventor: James Day  
 Address: 1000 Broadway  
 City: New York  
 State: New York  
 Zip: 10003  
 Title of Invention: A Method for the Treatment of  
 the Human Eye  
 Filed for Patent: 10/15/73  
 Filed for Examination: 10/15/73  
 Priority Date: 10/15/73  
 Priority Application: 0438,000  
 Name of Applicant: James Day  
 Address: 1000 Broadway  
 City: New York  
 State: New York  
 Zip: 10003  
 Name of Agent: [illegible]  
 Address: [illegible]  
 City: [illegible]  
 State: [illegible]  
 Zip: [illegible]

PATENT  
REEL: 040357 FRAME: 0716

73

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PATENT  
REEL: 040357 FRAME: 0719

APPROVED  
REEL: 040357  
FRAME: 0719

Page 10 of 10

Patent Report  
10/10/2007

Page 10

Source	Item	Quantity	Unit Price	Total Price	Notes
Source 1	Item 1	1	100.00	100.00	
Source 2	Item 2	2	50.00	100.00	
Source 3	Item 3	3	33.33	100.00	
Source 4	Item 4	4	25.00	100.00	
Source 5	Item 5	5	20.00	100.00	
Source 6	Item 6	6	16.67	100.00	
Source 7	Item 7	7	14.29	100.00	
Source 8	Item 8	8	12.50	100.00	
Source 9	Item 9	9	11.11	100.00	
Source 10	Item 10	10	10.00	100.00	

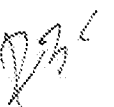


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RECORDED: 01/18/2012

PATENT  
REEL: 037838 FRAME: 0088



PATENT  
REEL: 040357 FRAME: 0721

LIST OF PERSONAL PROPERTY

- (1) Laptop Computer
- (1) Desktop computer/monitor and keyboard

379847-v1

(73)

PAC

EXHIBIT "B"

ASSIGNMENT AGREEMENT

379227-V2



PATENT  
REEL: 040357 FRAME: 0723

GENERAL ASSIGNMENT  
OF INTELLECTUAL PROPERTY

For good and valuable consideration and in satisfaction of Seller's obligations under the Asset Purchase Agreement, dated May 11, 2018 (the "Agreement"), the receipt of which is hereby acknowledged, the undersigned, Ronald E. Stadtmueller ("Seller"), the duly appointed Chapter 7 trustee of the bankruptcy estate of Ilium Pharma, Inc., a California corporation, in a case pending in the United States Bankruptcy Court for the Southern District of California, Case Number 14-07457-LY7, pursuant to that certain Order Approving Sale dated August 22, 2018, of the Bankruptcy Court, does hereby transfer and assign to BRS-Tustin Safeguard Associates II, LLC, a Delaware limited liability company ("Buyer"), all of Seller's right, title, and interest in and to certain intellectual property listed in Exhibit "1" ("Intellectual Property"), which is attached hereto and made a part hereof by reference.

Assignee hereby accepts the above assignment and assumes all obligations and liabilities arising out of or relating to the intangible Property accruing on and after the date agrees to defend at its own cost and to indemnify and hold harmless Seller, and its employees, affiliates and agents, from and against any and all loss, costs, expenses (including attorney fees), damages, and liabilities, however caused, resulting directly or indirectly from or pertaining to the ownership or operation of the Assets after Closing, the operation of the business of Buyer and/or any breach of this Agreement.

The Intellectual Property is being assigned "as is", "where is", and "with all faults" as of the date of this Assignment, without any representations or warranty whatsoever, express or implied. Assignee is hereby acquiring the intangible Property based solely upon its own independent investigations and inspections and not in reliance of any information provided by Assignor or Assignor's agents or contractors. Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the intangible Property or Assignor's title thereto.

*[Signatures Appear on Next Page]*

  
  
378827-112





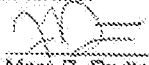
Dated: 9/21/2016

ASSIGNEE:

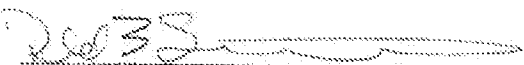
BRS-Tusitt-Safeguard Associates II, LLC,  
a Delaware limited liability company

By: Westcore Investments I, LLC  
a Delaware limited liability company  
its Sole Member

By: Westcore Properties, LLC  
a Delaware limited liability company  
its Sole Member

By:   
Name: Marc R. Bruten  
Title: Authorized Signatory

ASSIGNOR:

  
Ronald E. Stadmueller, the Duly Appointed  
Chapter 7 Trustee of the Bankruptcy Estate  
of Therx Pharms Inc.

*[Signature Page to General Assignment of Intangible Property]*

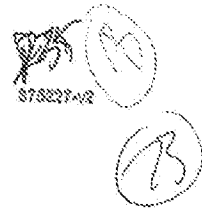
  
673227-02

Exhibit "1"  
Intellectual Property

378227-42



Kenneth V. Zieg  
Richard S. Bergert  
68-141684-15, 2003

Product	Class	Product No.	Vendor	App. No.	App. Date	App. Status
CLARK	1000000	1000000	1000000	1000000	1000000	1000000
CLARK	1000000	1000000	1000000	1000000	1000000	1000000
CLARK	1000000	1000000	1000000	1000000	1000000	1000000

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 Class: 1000000, 1000000, 1000000  
 Vendor: 1000000, 1000000, 1000000  
 App. No.: 1000000, 1000000, 1000000  
 App. Date: 1000000, 1000000, 1000000  
 App. Status: 1000000, 1000000, 1000000

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 Class: 1000000, 1000000, 1000000  
 Vendor: 1000000, 1000000, 1000000  
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 App. Status: 1000000, 1000000, 1000000

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 Vendor: 1000000, 1000000, 1000000  
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 App. Status: 1000000, 1000000, 1000000

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 Class: 1000000, 1000000, 1000000  
 Vendor: 1000000, 1000000, 1000000  
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 App. Status: 1000000, 1000000, 1000000

Product: 1000000, 1000000, 1000000  
 Class: 1000000, 1000000, 1000000  
 Vendor: 1000000, 1000000, 1000000  
 App. No.: 1000000, 1000000, 1000000  
 App. Date: 1000000, 1000000, 1000000  
 App. Status: 1000000, 1000000, 1000000

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Page 4

Source: Dept.  
Statistical Reporting  
1990-1991

1990-1991

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1991	USA	1000000000	USD	1991	USA	1000000000	USD
1992	USA	1000000000	USD	1992	USA	1000000000	USD
1993	USA	1000000000	USD	1993	USA	1000000000	USD
1994	USA	1000000000	USD	1994	USA	1000000000	USD
1995	USA	1000000000	USD	1995	USA	1000000000	USD
1996	USA	1000000000	USD	1996	USA	1000000000	USD
1997	USA	1000000000	USD	1997	USA	1000000000	USD
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2007	USA	1000000000	USD	2007	USA	1000000000	USD
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2012	USA	1000000000	USD	2012	USA	1000000000	USD
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2014	USA	1000000000	USD	2014	USA	1000000000	USD
2015	USA	1000000000	USD	2015	USA	1000000000	USD
2016	USA	1000000000	USD	2016	USA	1000000000	USD
2017	USA	1000000000	USD	2017	USA	1000000000	USD
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2019	USA	1000000000	USD	2019	USA	1000000000	USD
2020	USA	1000000000	USD	2020	USA	1000000000	USD

Source: Bureau of Economic  
Analysis  
1990-1991

PATENT  
REEL: 040357 FRAME: 0048

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P35











James H. Day  
Patent Receipt  
698 Lafayette Street

Transfer to Credit	From	Amount	Balance	Pay to Order	Due Date
Balance forward					
Patent Office	James H. Day	100.00	100.00	James H. Day	November 15, 1933
Patent Office	James H. Day	100.00	200.00	James H. Day	November 15, 1933
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Patent Office	James H. Day	100.00	2000.00	James H. Day	November 15, 1933

PAYMENT  
REEL: 027038 FRAME: 0384

(78)

83

















Page: 13/2013

Person Day  
Personnel Register  
(Personnel Information)

Page: 1

Personnel Number	Personnel Name	Personnel ID	Personnel Type	Personnel Status	Personnel Category
1000000001	John Doe	1000000001	Full Time	Active	Professional
1000000002	Jane Smith	1000000002	Part Time	Active	Professional
1000000003	Bob Johnson	1000000003	Full Time	Active	Professional
1000000004	Alice Brown	1000000004	Full Time	Active	Professional
1000000005	Charlie White	1000000005	Full Time	Active	Professional
1000000006	Diana Green	1000000006	Full Time	Active	Professional
1000000007	Frank Black	1000000007	Full Time	Active	Professional
1000000008	Grace King	1000000008	Full Time	Active	Professional
1000000009	Henry Lee	1000000009	Full Time	Active	Professional
1000000010	Ivy Hill	1000000010	Full Time	Active	Professional
1000000011	Jack King	1000000011	Full Time	Active	Professional
1000000012	Karen Lee	1000000012	Full Time	Active	Professional
1000000013	Liam Hill	1000000013	Full Time	Active	Professional
1000000014	Mia King	1000000014	Full Time	Active	Professional
1000000015	Noah Lee	1000000015	Full Time	Active	Professional
1000000016	Olivia Hill	1000000016	Full Time	Active	Professional
1000000017	Peter King	1000000017	Full Time	Active	Professional
1000000018	Quinn Lee	1000000018	Full Time	Active	Professional
1000000019	Rachel Hill	1000000019	Full Time	Active	Professional
1000000020	Samuel King	1000000020	Full Time	Active	Professional
1000000021	Tina Lee	1000000021	Full Time	Active	Professional
1000000022	Uma Hill	1000000022	Full Time	Active	Professional
1000000023	Victor King	1000000023	Full Time	Active	Professional
1000000024	Wendy Lee	1000000024	Full Time	Active	Professional
1000000025	Xavier Hill	1000000025	Full Time	Active	Professional
1000000026	Yara King	1000000026	Full Time	Active	Professional
1000000027	Zoe Lee	1000000027	Full Time	Active	Professional
1000000028	Adam Hill	1000000028	Full Time	Active	Professional
1000000029	Bella King	1000000029	Full Time	Active	Professional
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1000000031	Dora Hill	1000000031	Full Time	Active	Professional
1000000032	Ethan King	1000000032	Full Time	Active	Professional
1000000033	Fiona Lee	1000000033	Full Time	Active	Professional
1000000034	George Hill	1000000034	Full Time	Active	Professional
1000000035	Hannah King	1000000035	Full Time	Active	Professional
1000000036	Ian Lee	1000000036	Full Time	Active	Professional
1000000037	Jessica Hill	1000000037	Full Time	Active	Professional
1000000038	Kyle King	1000000038	Full Time	Active	Professional
1000000039	Laura Lee	1000000039	Full Time	Active	Professional
1000000040	Michael Hill	1000000040	Full Time	Active	Professional
1000000041	Nancy King	1000000041	Full Time	Active	Professional
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Personnel: 1000000001-1000000100  
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Handwritten signature or initials.





Patent Office  
Washington, D.C.  
20540-0100

Patent No.	Class	Priority No.	Priority Date	Issue Date	Class
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3,479,300

⑧  
P3r

Page 14, 15

**James Day**  
**Trustee**  
**1800 Broadway, New York**

Page 16

DeWitt  
 County  
 Trust  
 1800 Broadway  
 Trust Corporation Trust  
 President

Class  
 Trust  
 1800 Broadway  
 Trust Corporation Trust  
 President

Attorney: **WILLIAM ROBERT**  
**ROBERTSON**  
**1800 Broadway**

1800 Broadway  
 New York  
 10014

(B)

27





August 04, 1934

James H. Day  
Patent Attorney  
400 Broadway, N.Y.C.

Inventor, Name, Address, City, State, Country	Title of Invention	Residence of Inventor	Business Address	Title of Agent	Address of Agent
James H. Day 400 Broadway New York City New York U.S.A.	Improvement in the construction of the shaft of a propeller	New York City New York U.S.A.	James H. Day 400 Broadway New York City New York U.S.A.	James H. Day Patent Attorney 400 Broadway New York City New York U.S.A.	400 Broadway New York City New York U.S.A.

I hereby certify that the above is a true and correct copy of the original application for a patent as filed in the United States Patent Office on August 4, 1934.

JAMES H. DAY  
 PATENT ATTORNEY  
 400 BROADWAY, N.Y.C.

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 32



**James E. Day**  
**Patent Agent**  
680 - 4th Street, S.W.

Organization	City	State	Year	Year	Year
University of California	San Diego	CA	1967	1968	1969
General Electric	Schenectady	NY	1968	1969	1970
Rockwell International	Van Nuys	CA	1969	1970	1971
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Rockwell International	Van Nuys	CA	1973	1974	1975
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Rockwell International	Van Nuys	CA	1981	1982	1983
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Rockwell International	Van Nuys	CA	2017	2018	2019
Rockwell International	Van Nuys	CA	2019	2020	2021
Rockwell International	Van Nuys	CA	2021	2022	2023
Rockwell International	Van Nuys	CA	2023	2024	2025

Address: 10450 N. 10th St  
Scottsdale, AZ 85258  
Phone: 480-345-1234

PATENT  
REEL: 040357 FRAME: 0037

23

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RECORDED: 04/13/2012

PATENT  
REEL: 027536 FRAME: 2039

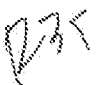


**PATENT**  
**REEL: 040357 FRAME: 0753**

EXHIBIT "C"  
BILL OF SALE



378227-v2




BILL OF SALE

For good and valuable consideration and in satisfaction of Seller's obligations under the Asset Purchase Agreement, dated May 11, 2016 (the "Agreement"), the receipt of which is hereby acknowledged, the undersigned, Ronald E. Stadmueller, Chapter 7 Trustee ("Seller"), the duly appointed Chapter 7 trustee of the bankruptcy estate of Itherx Pharma, Inc., a California corporation, in a case pending in the United States Bankruptcy Court for the Southern District of California, Case Number 14-07458-LT7, pursuant to that certain Order Approving Sale dated August 22, 2016, of the Bankruptcy Court, does hereby transfer and assign to BRS-Tustin Safeguard Associates, II, LLC a Delaware, all of Seller's right, title, and interest in and to that certain personal property listed in Exhibit "A" ("Personal Property"), which is attached hereto and made a part hereof by reference.

The Personal Property is being assigned "as is," "where is," and "with all faults" as of the date of this Bill of Sale, without any representations or warranties whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied. Buyer is hereby acquiring the Personal Property based solely upon its own independent investigations and inspections of that property and not in reliance on any information provided by Seller or Seller's agents or contractors. Seller has made no agreement to alter, repair, or improve any of the Personal Property. Seller specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Personal Property or Seller's title thereto.

DATED: August 25, 2016

SELLER:



Ronald E. Stadmueller, the Duly Appointed  
Chapter 7 Trustee of the Bankruptcy Estate of Itherx  
Pharma, Inc.

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378547-01  




Exhibit "1"  
LIST OF PERSONAL PROPERTY

- (1) Laptop Computer
- (1) Desktop computer/monitor and keyboard

378547-v1



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