

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4285343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DODICK LANDAU INC. COURT APPOINTED RECEIVED FOR MITOMICS INC.	11/13/2014
RECEIVING PARTY DATA	
Name:	MDNA LIFE SCIENCES INC.
Street Address:	1209 ORANGE STREET, CORPORATION TRUST CENTRE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14627755
CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<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:	860286229
Email:	jboya@cantorcolburn.com
Correspondent Name:	CANTOR COLBURN LLP
Address Line 1:	20 CHURCH STREET, 22ND FLOOR
Address Line 4:	HARTFORD, CONNECTICUT 06103
ATTORNEY DOCKET NUMBER:	BCG0016USC
NAME OF SUBMITTER:	KAREN A. LECUYER
SIGNATURE:	/Karen A. LeCuyer/
DATE SIGNED:	02/22/2017
Total Attachments: 2	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made by and effective November 17, 2014,

BY: **DODICK LANDAU INC.**, in its capacity as court appointed receiver of the assets of MITOMICS INC. and as Trustee pursuant to a proposal filed under the *Bankruptcy and Insolvency Act* (Canada)

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

IN FAVOUR OF: **MDNA LIFE SCIENCES INC.**, a corporation duly incorporated pursuant to the laws of the State of Delaware

(hereinafter referred to as the "Assignee")

OF THE FIRST PART

WHEREAS the Assignor has, pursuant to a proposal filed under the *Bankruptcy and Insolvency Act* (Canada) on October 8, 2014 (the "Proposal"), the full right and authority to sell, assign and convey the assets of Mitomics Inc. as hereinafter set out;

AND WHEREAS the Assignor has, pursuant to an agreement of purchase and sale dated October 7, 2014 and an amending agreement dated October 23, 2014 made among 2436884 Ontario Inc., the Assignor and Mitomics Inc. and an assignment and assumption agreement dated November 13, 2014 made between 2436884 Ontario Inc. and the Assignee (collectively the "**Agreement**"), agreed to sell certain assets of Mitomics Inc. as more particularly set out in the said Agreement to the Assignee;

AND WHEREAS as part of the said Agreement, the Assignor agreed to assign and transfer to the Assignee all rights, title, interest and claims in and to all patents, patents pending, inventions, trademarks, tradenames, know-how, trade secrets, technical information, processes, formulas, designs, plans, testing procedures, and all other industrial designs or other intellectual property of whatever kind and description (the "Intellectual Property");

AND WHEREAS, the parties hereto desire that the Assignee shall absolutely hold any and all rights in and to the Intellectual Property in accordance with the assignment made herein;

NOW THEREFORE, for valuable and sufficient consideration from Assignee to Assignor, receipt of such consideration being hereby acknowledged and intending to be legally sufficient, the Assignor hereby sells, assigns and conveys unto Assignee, its successors and assigns, all right, title and interest to the Intellectual Property, including all derivatives, parts or versions thereof throughout the world in whichever format such Intellectual Property is supplied or may be used, free of all licences, mortgages, claims, charges or any other encumbrances whatsoever;

and all rights and privileges, benefits, advantages howsoever now or at any time subsisting or capable of subsisting in or pertaining or relating to the Intellectual Property or any of them, including the right to make all applications, registrations or renewals relating to the Intellectual Property from time to time.

The Assignor will promptly upon the request of the Assignee assist the Assignee, at the Assignee's expense, in taking or causing to be taken all reasonable steps and proceedings, and executing all documents or instruments, as the Assignee may reasonably require in order to vest absolute legal and beneficial ownership of the rights referred to in this Agreement in the Assignee or to perfect the Assignee's title thereto anywhere in the world and (to the extent permissible under the applicable law) to procure for the Assignee (or its nominees, assignees and successors) the exclusive, unfettered, right to use and exploit the Intellectual Property.

The Assignor hereby acknowledges that it makes no representations or warranties with respect to the status or registrability of the Intellectual Property and that the Intellectual Property is being transferred on an as is where is basis.

IN WITNESS WHEREOF the Assignor has executed this Assignment on the day and year first above written.

DODICK LANDAU INC., in its capacity as court appointed receiver of the assets of MITOMICS INC. and as Trustee pursuant to a proposal filed under the *Bankruptcy and Insolvency Act* (Canada) and not in its personal capacity



Per: _____
Rahn Dodick, President