

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4341165

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LUMEC INC.	12/23/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LUMEC HOLDING CORPORATION
<b>Street Address:</b>	SUITE 2600, THREE BENTALL CENTRE, P.O. BOX 49314, 595 BURRARD STREET
<b>City:</b>	VANCOUVER
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	BC V7X1L3
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D529653
<b>Patent Number:</b>	D554791
<b>Patent Number:</b>	D609382
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(914)495-9570
<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>	9144959564
<b>Email:</b>	dan.piotrowski@philips.com
<b>Correspondent Name:</b>	DANIEL PIOTROWSKI
<b>Address Line 1:</b>	465 COLUMBUS AVENUE, SUITE 330
<b>Address Line 4:</b>	VALHALLA, NEW YORK 10595
<b>NAME OF SUBMITTER:</b>	DANIEL PIOTROWSKI
<b>SIGNATURE:</b>	/Daniel Piotrowski/
<b>DATE SIGNED:</b>	03/28/2017
<b>Total Attachments: 4</b>	
source=A.2 - assignment from Lumec Inc, to Lumec Holding Corp#page1.tif	
source=A.2 - assignment from Lumec Inc, to Lumec Holding Corp#page2.tif	
source=A.2 - assignment from Lumec Inc, to Lumec Holding Corp#page3.tif	
source=A.2 - assignment from Lumec Inc, to Lumec Holding Corp#page4.tif	

AGREEMENT AND GENERAL CONVEYANCE RESPECTING THE DISTRIBUTION  
OF ASSETS  
AND SETTLEMENT OF DEBTS

AS PART OF A LIQUIDATION UNDER SECTION 28 OF THE *COMPANIES ACT*  
(QUEBEC) ENTERED INTO AS OF THIS 23RD DAY OF DECEMBER 2009.

BETWEEN:

LUMEC INC., a legal person duly  
incorporated under the *Companies Act*  
(Quebec), having its head office at 640,  
Cure Boivin, Boisbriand, Province of  
Québec, J7G 2A7;

(hereinafter the "Transferor")

AND:

LUMEC HOLDING CORP., a legal  
person duly incorporated under the  
*Business Corporations Act* (British  
Columbia), having its registered office at  
Suite 2600, Three Bentall Centre, P.O. Box  
49314, 595 Burrard Street, Vancouver, BC,  
V7X 1L3

(hereinafter the "Transferee")

WHICH PARTIES DECLARE AS FOLLOWS:

WHEREAS the Transferor wishes to distribute its assets and settle its debts on the date hereof as part of its voluntary liquidation under section 28 of the *Companies Act* (Quebec) (the "Transferor's Voluntary Liquidation"), and this for the purposes of completing its subsequent dissolution;

WHEREAS the Transferee is the sole shareholder of the Transferor and, as such, is entitled to receive all assets of the Transferor on the Transferor's Voluntary Liquidation;

WHEREAS in connection with the transfer of the Transferor's Assets (as such term is defined below) in its favour, the Transferee agrees to take on and assume responsibility for the settlement of all of the Transferor's debts;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## ARTICLE 1

### DISTRIBUTION OF ASSETS AND SETTLEMENT OF DEBTS

- 1.1 On the date hereof, the Transferor hereby assigns, transfers and delivers to the Transferee, which accepts, all property, rights, titles, interests and other assets of the Transferor (the "Transferor's Assets") wherever and in whatever condition they may be, which shall specifically include, without limiting the generality of the foregoing, all movable and immovable, tangible and intangible property of the Transferor, as well as any rights, privileges, titles and interests the Transferor may have pursuant to any contract to which it is a party or that were contracted for its benefit. It is understood that the Transferor similarly assigns and transfers to the Transferee any property it may acquire until its complete dissolution, along with any income, property, titles and interests it may acquire in the performance of said contracts and businesses that are underway.
- 1.2 In connection with the receipt and acquisition of the Transferor's Assets on the winding-up on the date hereof of the Transferor, and in order to allow the subsequent dissolution of the Transferor, the Transferee hereby explicitly and irrevocably agrees to take on and assume responsibility for the settlement of all of the Transferor's debts, obligations, commitments and other liabilities (the "Transferor's Liabilities") as of the date hereof, to the entire exoneration of the Transferor, the Transferee accepting as its own all of the Transferor's Liabilities on the date hereof. Moreover, the Transferee hereby grants a full and final discharge to the Transferor with respect to all debts or obligations the latter may have towards the Transferee.
- 1.3 The Transferee declares having examined and being perfectly aware of the Transferor's financial situation and of the current state of the Transferor's Assets, and that it is satisfied therewith.
- 1.4 It is the express intent of the parties that the Transferor be wound-up as of the date hereof for the purposes of subsection 88(1) of the *Income Tax Act* (Canada).

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

- 2.1 The Transferor explicitly represents and warrants to the Transferee that it:
  - 2.1.1 has all necessary corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder;
  - 2.1.2 is the sole and absolute owner of the Transferor's Assets, subject to any encumbrance disclosed to the Transferee;
  - 2.1.3 is a taxable Canadian corporation within the meaning of the *Income Tax Act* (Canada).

### ARTICLE 3

#### SUBSEQUENT COLLECTION BY THE TRANSFEROR

- 3.1 Any property received by the Transferor after the date hereof, with respect to any rights of the Transferor existing prior to said effective date and time of the Transferor's Voluntary Liquidation shall be received and held by the Transferor in trust on behalf of the Transferee, in its capacity as the representative thereof. In such a case, the Transferor hereby agrees to remit any such property to the Transferee forthwith, without notice or further formality.

### ARTICLE 4

#### FURTHER ASSURANCES AND POWER OF ATTORNEY

- 4.1 The parties undertake to take any action, do any thing and execute any deed or other document necessary or merely useful for the purposes of giving effect and completing Transferor's Voluntary Liquidation in accordance with the provisions hereof, including, without limiting the generality of the foregoing, for the purposes of substituting the Transferee for the Transferor as co-contracting party to the agreements listed in Section 1.1.
- 4.2 The Transferor hereby nominates, constitutes and appoints the Transferee, its successors and assigns, with power of sub-delegation to the authorized officers, agents and attorneys of the Transferee, the true and lawful attorney of the Transferor for and in the name of and on behalf of and under the seal of the Transferor or otherwise, to do, make and execute all such things, documents, instruments, and assurances necessary or desirable (including without limitation any elections for purposes of the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any relevant taxing legislation) to effect a valid assignment, transfer or conveyance to the Transferee in pursuance of the terms of this Agreement or that is otherwise desirable; provided that this authority being coupled with an interest shall not be revoked upon the dissolution of the Transferor or otherwise, but shall remain in full force and effect for the benefit of the Transferee.


### ARTICLE 5

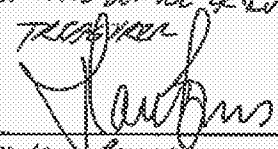
#### DATE AND TIME

- 5.1 The parties acknowledge that this Agreement effects a transfer on the winding-up of the Transferor which shall take effect on December 23rd, 2009 at 00:00, Montreal time, in such a manner that, notwithstanding the time and date of its execution, this Agreement shall be deemed to take effect on the effective date and time.


IN WITNESS WHEREOF, the parties have executed this Agreement at the place and on the official date stipulated in the preamble hereof.

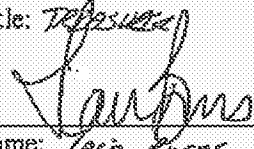
LUMEC HOLDING CORP.

By:   
Name: Chris van de Leijck  
Title: Treasurer

By:   
Name: Iain Burns  
Title: CEO

LUMEC INC

By:   
Name: Chris van de Leijck  
Title: Treasurer

By:   
Name: Iain Burns  
Title: CEO