

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4368429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ECTOPHARMA LIMITED	06/02/2014
RECEIVING PARTY DATA	
Name:	RYBOQUIN COMPANY LIMITED
Street Address:	ETTRICK RIVERSIDE
Internal Address:	DUNSDALE ROAD
City:	SELKIRK
State/Country:	UNITED KINGDOM
Postal Code:	TD7 5EB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14694793
CORRESPONDENCE DATA	
Fax Number:	
<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:	3127758000
Email:	mreichstadt@mcandrews-ip.com
Correspondent Name:	MCANDREWS, HELD & MALLOY, LTD.
Address Line 1:	500 W. MADISON ST.
Address Line 2:	34TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	04204-23796US02
NAME OF SUBMITTER:	CHRISTOPHER P. SINGER
SIGNATURE:	/CHRISTOPHER P. SINGER/
DATE SIGNED:	04/14/2017
Total Attachments: 5	
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CONFIRMATORY PATENT and TRADE MARK ASSIGNATION

THIS ASSIGNMENT is effective as of the 2nd day of June 2014 (this "Assignment") BETWEEN:

- (1) **Ectopharma Limited**, a company incorporated in Scotland under registration number SC151763 whose registered office is c/o Pinsent Masons, Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9AQ ("Assignor");

and

- (2) **Ryboquin Company Limited**, a company registered in Scotland under registration number SC446246, having its registered office at Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB ("Assignee").

WHEREAS:

- A. The Assignor and Assignee are parties to a certain asset acquisition agreement dated 2nd June 2014 (the "Agreement"), pursuant to which the Assignor has agreed to sell and Assignee has agreed to purchase certain patent rights ("the Patents") and trademark right ("the Trademarks"), in each case as described in the schedule hereto ("the IPR");
- B. All capitalised terms in this Assignment (where unspecified) shall have the same definitions as in the main body of the Agreement;
and
- C. This Assignment is made pursuant to Clause 11.1.1 of the Agreement.

NOW, THEREFORE, IT IS AGREED:

- I. Pursuant to and for the consideration set out in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers, and conveys to Assignee, to the extent capable of assignment. its entire right, title and interests in and to
- (i) the Patents, short particulars of which are set out in the Schedule hereto including any inventions disclosed therein, and any continuations, continuations-in-part (but only to the extent the claims thereof are entitled to the benefit of the parent priority date), divisions, reissues, reexaminations, extensions or available foreign equivalents thereof (to the extent that a deadline for a filing has not passed without such filing having being made), and including the right to claim priority from said Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United Kingdom is a party and which afford similar priority-claiming privileges, in all countries of the

world, all Letters Patent or extension certificates which may be granted thereon

- (ii) the Trademarks and in and to the registrations and applications of the Trademarks and any subsequent registrations pursuant to the applications, including all goodwill and common law rights attached to the Trademarks in each case for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if the Agreement had not been made: together with all income, royalties, damages or payments due or payable as of the Completion Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents or Trademarks as the case may be, and its right of action, power and benefit belonging or accrued arising therefrom and its right to take proceedings to recover damages and claim all other relief in respect of any act or infringement of the foregoing rights or any acts actionable in passing off at common law which have been committed before the Completion Date.

2. Deliverables

The Assignor shall promptly deliver to the Assignee, insofar as capable of delivery and not already in the possession of the Assignee, all certificates, correspondence, agreements, records and other information relating to the Patents and the Trademarks. The Assignor further agrees to execute any confirmatory assignment of the Patents or Trademarks that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, its successors, assigns or other legal representatives, in order to transfer the ownership of the Patents and the Trademarks in individual countries and to effectuate the purposes of this Assignment it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

3. Assignor hereby requests the Intellectual Property Office, and the corresponding entities or agencies in any applicable foreign jurisdiction:

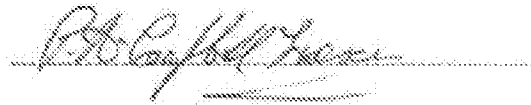
- (a) to record Assignee as the assignee and owner of the Patents and the Trademarks; and
- (b) to issue patents on applications as described above, to issue all letters patent for these inventions to Assignee, its successors and assigns. in accordance with the terms of this Assignment.

4. No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
5. This Assignment and any dispute or claim arising out of or in connection with it or its

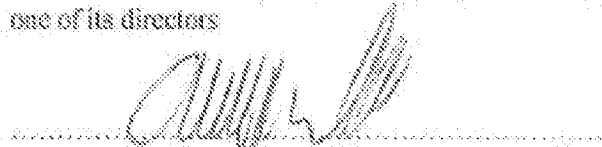
subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Scotland.

6. The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims) IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

For and on behalf of Ectopharma Limited by
one of its directors



For and on behalf of Ryboquin Company Limited by
one of its directors



Both before this witness



Full name

Sally-Ann Mack

Address

20 Eden Lane
CAROLINA
PETERS
EA45 9CT

SCHEDULE 1:**PATENTS**

Country	Application No.	Publication No.	Priority Date(s)	Filing Date	Status
GB	0501202.6	NA	NA	20 Jan 2005	Abandoned
US	60/646,425	NA	NA	24 Jan 2005	Abandoned
International	PCT/GB2006/000181	WO2006/077407	20 Jan 2005 24 Jan 2005	19 Jan 2006	Expired
EP	06703354.8	1838350	20 Jan 2005 24 Jan 2005	19 Jan 2006	Accepted
US	11/813,585	2009-0306187	20 Jan 2005 24 Jan 2005	19 Jan 2006	Pending
CA	2592172	2592172	20 Jan 2005 24 Jan 2005	19 Jan 2006	Pending

TRADEMARKS

Country	Application No.	Registration No.	Priority Date(s)	Filing Date	Status
GB	2525718	2525718	NA	8 Sep 2009	Registered
International designating EU, IS, NO, CH and US	1022041	1022041	8 Sep 2009	6 Nov 2009	Registered
EU (International)	1022041	1022041	8 Sep 2009	6 Nov 2009	Registered
IS (International)	1022041	1022041	8 Sep 2009	6 Nov 2009	Registered
NO (International)	1022041	1022041	8 Sep 2009	6 Nov 2009	Registered
CH (International)	1022041	1022041	8 Sep 2009	6 Nov 2009	Registered
US (International)	79076310	3814835	8 Sep 2009	6 Nov 2009	Registered
CA	1452257	1452257	8 Sep 2009	18 Sep 2009	Accepted