

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4375329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NUVESSL INC.	02/27/2017
RECEIVING PARTY DATA	
Name:	COMMUNITY OPPORTUNITY FOUNDATION OF ALBERTA
Street Address:	1033 VARSITY ESTATES PLACE NW
City:	CALGARY, ALBERTA
State/Country:	CANADA
Postal Code:	T3B 3X5
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8597678
Patent Number:	8545874
Patent Number:	8545875
Patent Number:	9480650
Patent Number:	9364434
Patent Number:	9399015
Application Number:	15336104
Application Number:	13857362
Application Number:	13840810
Application Number:	14824923
CORRESPONDENCE DATA	
Fax Number:	(214)739-5209
<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:	214-292-8300
Email:	adavis@hh-iplaw.com
Correspondent Name:	D. SCOTT HEMINGWAY - HEMINGWAY & HANSEN, LLP
Address Line 1:	1700 PACIFIC AVENUE
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ATTORNEY DOCKET NUMBER:	DERM GENERAL

PATENT

NAME OF SUBMITTER:	D. SCOTT HEMINGWAY
SIGNATURE:	/D. Scott Hemingway/
DATE SIGNED:	04/19/2017
Total Attachments: 6 source=SecurityInterestNuVesslEmbed#page1.tif source=SecurityInterestNuVesslEmbed#page2.tif source=SecurityInterestNuVesslEmbed#page3.tif source=SecurityInterestNuVesslEmbed#page4.tif source=SecurityInterestNuVesslEmbed#page5.tif source=SecurityInterestNuVesslEmbed#page6.tif	

**SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

TO: COMMUNITY OPPORTUNITY FOUNDATION OF ALBERTA (referred to as the "Security Interest Holder" or "Holder")

FROM: NUVESSL INC., a corporation formed pursuant to the laws of the Province of Alberta having an office at 1250, 639 – 5 Ave SW, Calgary, Alberta (the "Security Interest Grantor" or "Grantor")

1. Subject to the provisions hereof and the provisions of the Promissory Note between Holder and Grantor dated as of February 21, 2017 (the "Note"), and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Holder a lien on and security interest in, all of Grantor's right, title and interest in, to and under, the following:

- (a) all of Grantor's patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, trade names, trade name applications and registrations, copyrights, copyright applications, and
- (b) all of Grantor's registrations, licenses, logos, corporate and partnership names and customer lists, proprietary processes, formulae, inventions, trade secrets, know-how, development tools, and
- (c) any other proprietary rights used or owned by the Grantor or pertaining to any product or service manufactured, marketed, licensed, sublicensed, used or sold by the Grantor in the conduct of its business, and
- (d) any and all intellectual property or asset that is described in Schedule "A" hereto, and
- (e) any other intellectual property owned, leased or licensed by the Grantor from time to time,

(collectively referred to as the "**Intellectual Property**"), as security for any and all obligations that are due and owing from the Grantor to the Holder, including debts or obligations that currently exist or that arise or may arise in the future under the Note granted by the Grantor in favour of the Holder.

2. Upon a default of the Promissory Note and after an assignment of the above-identified Intellectual Property rights to Holder pursuant to Section 4(c) below, the Holder will be transferred, and thereby possess, all rights and benefits that the Grantor now possesses, may possess, or at any time in the future possess, to, under or by virtue of the Intellectual Property, which includes the full and irrevocable power to enforce rights in relation thereto.

3. The Parties represent, warrant and agree to the following:

- (a) the Grantor agrees, covenants and represents that it has good title to the Intellectual Property, free and clear of all liens, charges and encumbrances, except as otherwise noted in Schedule "A" hereto, and that it will do nothing to encumber that good title to the Intellectual Property while the debts of the Promissory Note are outstanding, due and owing to Holder, without the Holder's express and advance permission;

- e. In the event that the Grantor shall, after receipt of reasonable notice, fail to do deliver the requested assignment documents to Holder, the Grantor hereby irrevocably nominates and conveys to the Holder, or any director, officer or agent thereof, with the full power of substitution, its true and lawful attorney and agent, with full power of authority, in its name, place and stead, to sign and deliver any such deeds, documents, certificates, agreements and written instruments and to take such action necessary to execute, deliver and record such assignment documents, and this power of attorney shall be hereby granted and shall continue until the Intellectual Property assigned hereunder is released and fully conveyed to Holder.
- f. The assignment of any Intellectual Property shall not in any way restrict the other rights of the Holder hereunder.
5. The Holder hereby agrees to subordinate, postpone and defer to and in favour of any senior bank lender or financing, all of the Holder's rights, claims and security interests that it now has or may hereafter have in the Intellectual Property of the Grantor upon the reasonable request of the Holder.
6. Grantor hereby acknowledges receipt of a copy of this Agreement and waives its right to receive a copy of any financing statement or financing change statement registered by the Holder or any verification statement pertaining to a registration by the Holder.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
8. This Agreement shall extend to and enure to the benefit of the Holder and their respective successors and assigns and shall be binding upon the undersigned and the heirs, executors, administrators, other legal representatives, successors and assigns of the undersigned.

DATED this 21 day of February, 2017.

NUVESSL INC.

Per: 

Name: Brent Bieber
Title: Chief Financial Officer

DATED this 27 day of February, 2017.

COMMUNITY OPPORTUNITY
FOUNDATION OF ALBERTA

Per: 

Name: R. McKenzie
Title: Director

DERM 00504 C1US App. No. 12/772,838 Pub. No. US 2010/0239686	Continuation of DERM 00501 PTUS	3-May-10	Method for Making Nanolipidic Particles	Method claims directed to encapsulation of water-soluble passengers in NLPs	U.S. Patent No. 8,545,874 (Issued 10/01/2013)3.5 Year Maintenance fee due 4/1/2017
DERM 00505 C2US App. No. 13/443,407 Pub. No. US 2012- 0195940	Continuation of DERM 00504 C1US	10-Apr-12	Nanolipidic Particles	Method claims directed to encapsulation of lipophilic and amphipathic passengers in NLPs	U.S. Patent No. 8,545,875 (Issued 10/01/2013) 3.5 Year Maintenance fee due 4/1/2017
DERM 00506 C3US App. No. 14/077,944 Pub. No. 2014/0072639	Continuation of DERM 00501 PTUS	12-Nov-13	Nanolipidic Particles	Expanded claims directed to NLPs.	U.S. Patent No. 9,480,650 (Issued 11/01/2016) 3.5 Year Maintenance fee due 5/1/2020
DERM 00507 C4US App. No. 14/038,272 Pub. No. 2014/0170226	Continuation of DERM 00504 C1US	26-Sep-13	Method of Preparing Nanolipidic Particles	Expanded method claims directed to encapsulation of water-soluble passengers in NLPs	U.S. Patent No. 9,364,434 (Issued 6/14/2016) 3.5 Year Maintenance fee due 12/14/2019
DERM 00508 C5US App. No. 14/038,323 Pub No. 2014/0170227	Continuation of DERM 00505 C2US	26-Sep-13	Method of Preparing Nanolipidic Particles	Expanded method claims directed to encapsulation of lipophilic and amphipathic passengers in NLPs	U.S. Patent No. 9,399,015 (Issued 9/26/2016) 3.5 Year Maintenance fee due 1/26/2020
DERM 00509 D1EP	Continuation of DERM 00503 PTEP	Not yet filed	Nanolipidic Particles	Draft claims prepared for encapsulated hydrophilic passengers	Divisional application filing deadline is 10 March 2017
DERM 00510 C6US App. No. 15/336,104	Continuation of DERM 00506 C3US	27-Oct-16	Nanolipidic Particles	Expanded claims directed to NLP assemblies withdrawn from DERM 00506 PTUS. Claims to NLP assemblies were canceled due to a restriction requirement.	11/09/2016 - New case docketed by USPTO Application has not yet been published or examined yet.

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

TO: COMMUNITY OPPORTUNITY FOUNDATION OF ALBERTA (referred to as the "Assignee")

FROM: NUVESSL INC., a corporation formed pursuant to the laws of the Province of Alberta having an office at 1250, 639 -- 5 Ave SW, Calgary, Alberta (the "Assignor")

1. Subject to the provisions hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns, transfers and grants to the Assignee all of the patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, trade names, trade name applications and registrations, copyrights, copyright applications and registrations, licenses, logos, corporate and partnership names and customer lists, proprietary processes, formulae, inventions, trade secrets, know-how, development tools and other proprietary rights used or owned by the Assignor or pertaining to any product or service manufactured, marketed, licensed, sublicensed, used or sold by the Assignor in the conduct of its business and other intellectual property owned, leased or licensed by the Assignor from time to time, including but not limited to those described in Schedule "A" hereto (the "Intellectual Property") together with all of its right, title and interest in relation to such Intellectual Property that may at any time exist, at present or in the future.
2. This Assignment extends to all rights and benefits that the Assignor may now, or at any time in the future have, under or by virtue of the Intellectual Property and includes the full and irrevocable power to enforce rights in relation thereto.
3. This Assignment is subject to the following terms and conditions:
 - (a) the Assignee shall not take any steps to enforce or act upon this Assignment until the occurrence (and during the continuance) of an event of default pursuant to the terms and conditions of the Promissory Note granted by the Assignor in favour of the Assignee dated _____, 2017, as such may be amended, restated or replaced from time to time, or hereunder;
 - (b) the Assignor covenants and represents that it has good title to the Intellectual Property, free and clear of all liens, charges and encumbrances, except as otherwise noted in Schedule "A" hereto. To the knowledge of the Assignor, there is no suit, action, dispute, claim, arbitration or legal, administrative or other proceeding or government investigation pending or, to the knowledge of the Assignor, threatened against or relating to the Intellectual Property and the Assignor is not aware of any existing grounds on which any such action, suit or proceeding may be commenced with any reasonable likelihood of success;
 - (c) the assignment of the Intellectual Property hereunder includes without limitation all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known or referred to as moral rights and the like ("Moral Rights"). To the extent that such Moral Rights cannot be assigned under applicable law, the Assignor hereby waives such Moral Rights and consents to any action of the Assignee that would violate such Moral Rights in the absence of such consent.

SCHEDULE "A"

INTELLECTUAL PROPERTY

All the right, title, benefit and interest of the Assignor in and to all registered or unregistered trademarks, trade or brand names, service marks, web sites, domain names and addresses, copyrights, moral rights, designs, specifications, drawings, diagrams, dies, blueprints, engineering or technical papers or documents, inventions, patents, patent applications, patent rights, (including moral rights, any patents issuing on such applications or rights), licences, sub-licenses, formulae, processes, technology and other industrial property of or pertaining to the business of the Assignor, including, but not limited to, the following:

DERMAZONE - Status Report for Nanolipid Patent Applications - March 2, 2017

Summary: Currently, there are 6 issued U.S. Patents, 1 allowed U.S. application and 2 pending U.S. applications. There is 1 allowed European application and 1 potential European divisional.

DERM 00501 PTUS, DERM 00504 C1US, DERM00505 C2US, DERM00506 C3US, DERM 00507 C4US & DERM 00508 C5US have issued as U.S. Patents.

DERM 00503 PTEP - Notice of Allowance dated 11/10/2016; deadline regarding validations - 10 March 2017.

DERM 00509 D1EP - Potential Divisional application - filing deadline 10 March 2017, but earlier is preferable. (divisional of DERM 00503 PTEP)

DERM 00510 C6US - Pending - New application filed 10/27/2016 (divisional of DERM 00506 C3US)

DERM 00802 PTUS - Abandoned 10/26/2016

DERM 00901 PTUS - Pending (under final rejection)

DERM 00902 C1US - Notice of Allowance dated 02/17/2017

Atty. Docket Number	Application Type	Filing Date	Title	Claim type	Current Status - as of March 2, 2017
DERM 00501 PTUS App. No. 11/644,281 Pub. No. US 2007/0154539	U.S. utility patent application	22-Dec-06 (priority to U.S. Prov. App. No. 60/755,171 - filed 30- Dec-05)	Nanolipidic Particles	Claims directed to Nanolipidic Particles (NLPs)	U.S. Patent No. 8,597,678 (Issued 12/03/2013) 3.5 Year Maintenance fee due 6/3/2017
DERM 00503 PTEP EP App. No. 06851496.7 Pub. No. 1973837	European utility patent application	28-Jul-08	Nanolipidic Particles	Claims amended from PCT claims (reformatted for Europe) primarily method claims for NLP assemblies and preparations with amphipathic and lipophilic passenger molecules	11/10/2016 - Notice of Allowance 1/10/2017 - Deadline to submit instructions regarding acceptance 3/10/2017 - Deadline to file translations and pay fees 3/10/2017 - Deadline to file divisional application. If a divisional application for the hydrophilic passengers is desired, it must be filed before the parent case issues. Annuity paid 12/07/2016 (due 12/22/16)

DERM 00802 PTUS App. No. 13/857,362 Pub. No. 2013/0266627	U.S. Utility patent application	5-Apr-13	Method for Treating Mammals for Uterine Disorders with Therapeutic Nanolipidic Vehicles	Method claims directed to treatment using NLPs with encapsulated phenolic compounds	10/24/2016 - Application has been abandoned per instructions from Dermazone
DERM 00901 PTUS App. No. 13/840,810 Pub. No. 2014/0271782	U.S. utility patent application	15-Mar-13	Method for Preparing Nanolipids with Encapsulated Alcohol	Method and composition claims for NLPs with encapsulated alcohol	2/13/15 - Final rejection of claims 8/12/15 - Notice of Appeal filed 4/11/16 - Prosecution reopened 9/13/16 - Response to Non-final Office Action filed 12/05/2016 - Final Rejection 12/15/16 - Updated ADS filed 12/20/16 - Communication that ADS not entered
DERM 00902 C1US App. No. 14/824,923 Pub. No. 2015/0342226	Continuation of DERM 00901 PTUS	12-Aug-15	Method for Preparing Nanolipids with Encapsulated Alcohol	Method and composition claims for NLPs with encapsulated alcohol	02/17/2017 Notice of Allowance - Issue fees due 05/17/2017