

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5716813

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PREV BIOTECH INC.	09/09/2019
RECEIVING PARTY DATA		
Name:	BIOMOTION LTD.	
Street Address:	1400, 10303 JASPER AVENUE NW	
City:	EDMONTON, ALBERTA	
State/Country:	CANADA	
Postal Code:	T5J 3N6	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	8874223	
Patent Number:	9381340	
Application Number:	12900164	
Application Number:	12362725	
CORRESPONDENCE DATA		
Fax Number:	(866)913-3501	
<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:	8669133499	
Email:	chyra@symbus.com	
Correspondent Name:	CLIFFORD D. HYRA	
Address Line 1:	11710 PLAZA AMERICA DR.	
Address Line 2:	SUITE 2000	
Address Line 4:	RESTON, VIRGINIA 20190	
ATTORNEY DOCKET NUMBER:	7440-101	
NAME OF SUBMITTER:	CLIFFORD D. HYRA	
SIGNATURE:	/Cliff Hyra/	
DATE SIGNED:	09/12/2019	
Total Attachments: 19		
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ASSIGNMENT OF PATENTS

THIS AGREEMENT effective the 9th day of September, 2019.

BETWEEN:

PREV BIOTECH INC.
a corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "Assignor")

OF THE FIRST PART

and

BIOMOTION LTD.
a corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS:

A. The Assignor, the full post office address of whose principal office or place of business is #1503, 10010 – 119 Street, Edmonton, Alberta, T5K 1Y8, is the owner of the following patents registered at the United States Patent and Trademark Office:

US 8,874,223	Mitigation of Pressure Ulcers Using Electrical Stimulation
US 9,381,340	Apparatus and Method for Electrically Stimulating Pressure-Loaded Muscles
US 12/900,164	Mitigation of Pressure Ulcers Using Electrical Stimulation (abandoned application)
US 12/362,725	Mitigation of Pressure Ulcers Using Electrical Stimulation (abandoned application)

(collectively, the "**Patents**");

B. In order to secure a debt owed to the Assignee (the "Debt"), the Assignor and Assignee entered into a General Security Agreement dated July 11, 2011 (the "GSA"), attached hereto as Schedule "A", which, pursuant to clause 14.2, granted the Assignee "or any person selected by [the Assignee] as its true and lawful attorney irrevocably with full power of substitution to do, make and execute all such statements, assurances, documents, acts, matters or things with the right to use the name of the [Assignor] whenever and wherever it may be deemed necessary or expedient to protect the [Assignee's] rights";

C. The Assignee has passed a director's resolution, attached hereto as Schedule "B", selecting Kelvin James as the Attorney of the Assignor pursuant to clause 14.2 of the GSA;

D. The Assignor is in default of the GSA and the Assignee has duly seized, among other things, the Patents; and

E. The Assignor has duly served all notices required by law to retain, among other things, the Patents in full satisfaction of the Debt; and

F. The Assignee, the full post office of whose principal office or place of business is 1400, 10303 Jasper Avenue NW, Edmonton, Alberta, T5J 3N6, is desirous of acquiring from the Assignor the whole right, title and interest in and to the Patents together with all goodwill appertaining to the said Patents; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Transfer of Patents and Other Rights** - The Assignor hereby assigns, transfers, grants and makes over unto the Assignee all of its right, power, title, and interest of whatsoever nature and kind in and to the Patents and the inventions described therein, including any and all renewals, reissues, and prolongations thereof, and any and all Letters Patent which may be granted therefor, and unto the Assignee, its successors and assigns, and the Assignor hereby assigns, all of the Assignor's legal and equitable right, title, property and interest in and to the Patents and the inventions described therein, including any and all renewals, reissues, and prolongations thereof, and any and all Letters Patent which may be granted therefor, including intellectual property and copyright, and all goodwill appertaining to the said Patents, the same to be held and enjoyed by the Assignee, its successors and assigns, free and clear of any liens, charges, encumbrances or rights of others and the Assignor further covenants that it is exclusively entitled to dispose of same.
2. **Effective Date** - The transfer shall be effective as of the date set forth above.
3. **Further Documents** - The Parties agree to execute all such further instruments, conveyances and assurances as may be reasonably required to give full effect to the purpose and intention to this Assignment.
4. **Further Identification** - The undersigned hereby grants REYNOLDS, MIRTH, RICHARDS & FARMER LLP, 3200, 10180-101 Street, Edmonton, Alberta, Canada, T5J 3W8 power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of any Patent Office, including the Canadian Intellectual Property Office or the United States Patent and Trademark Office, for recordation of this document.

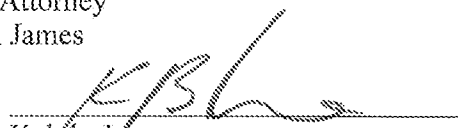
5. **Successors and Assigns** - This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

PREV BIOTECH INC.

By its Attorney
Kelvin James

Per: _____


Kelvin James

By Attorney Appointed Pursuant to the GSA

BIOMOTION LTD.

Per: _____


Kelvin James

President of Biomotion Ltd.

Schedule "A"

GENERAL SECURITY AGREEMENT

Date: 11th day of July, 2011

The Debtor enters into this Agreement in favour of the Creditor for valuable consideration and as security for the payment and satisfaction of the Indebtedness, and the Debtor covenants, agrees, represents, warrants, acknowledges and grants in favour of the Creditor, as the case may be, as herein provided.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purpose of this Agreement and any Schedules hereto:

- (1) any expression used herein whose first letter is capitalized shall (unless specifically defined in this Agreement) where defined in the Act have such meaning, notwithstanding that such first letter is not capitalized in the Act;
- (2) the following expressions used herein shall have the following meanings:
 - (a) "Act" - the Personal Property Security Act of Alberta and all regulations thereto, as amended from time to time or any substitution therefor;
 - (b) "Account Debtor" or "Account Debtors" - shall have the meaning given to them in Section 7 hereof;
 - (c) "Collateral" - shall have the meaning given to it in Section 2 hereof and shall include the whole or any part or parts thereof as the Creditor or the context requires;
 - (d) "Court" - a court of competent jurisdiction;
 - (e) "Creditor" - Biomotion Ltd.;
 - (f) "Debtor" - Prev Biotech Inc.;
 - (g) "Debts" - all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, payable, owing or accruing due to or owned by or which may hereafter become due, payable, owing or accruing due to or owned by the Debtor;
 - (h) "Default" or "Event of Default" - the occurrence of any event or condition provided for in Section 11 hereof;
 - (i) "Encumbrance" - a charge approved in writing by Creditor ranking in priority to the Security Interest;
 - (j) "Free and Clear" - Free and Clear of all liens, mortgages, security interests, demands, charges, pledges, encumbrances, equities, and adverse claims whatsoever, except for Encumbrances;

- (k) "Indebtedness" shall be interpreted in its most comprehensive sense, whether incurred prior to, at the time of or subsequent to the entering into of this Agreement and without limiting its generality, shall include any and all Advances (whether fixed or revolving credits or otherwise) or other value and interest thereon at any time and from time to time made or granted by or on behalf of Creditor to or on behalf or on account of or at the direction of Debtor, and for the payment or satisfaction of all obligations, indebtedness or liabilities and interest thereon of Debtor to or in favour of Creditor, or for which Creditor may become responsible, whether direct, indirect, absolute, contingent or otherwise, present or future, extended or renewed, insured or not, voluntary or involuntary, matured or not, liquidated or unliquidated, wheresoever and howsoever incurred and any ultimate balance thereof and whether the same is from time to time reduced and thereafter incurred again, and whether Debtor may be liable individually or jointly with others, and whether as principal or surety, and whether recovery upon such Indebtedness may be or hereafter become barred or unenforceable, and whether incurred by or arising from agreement, letters of credit (whether or not drawn upon), guarantee or dealings between Creditor and Debtor or others or by or from any agreement, letters of credit (whether or not drawn upon), guarantee or dealings within or outside the country with any third party or however otherwise incurred, and all interest, commission, costs, including without limitation legal costs of Creditor on a solicitor and his own client basis, charges and expenses of every nature and kind whatsoever (inclusive of those provided for in Section 13.7 hereof) which may be incurred, arise from or relate to the Indebtedness or the Collateral by which Creditor may be or become in any manner whatsoever a creditor of Debtor;

- (l) "Security Interest" - the Security Interest granted under Section 2 hereof.

1.2 Number and Gender

Words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, and "person" and words importing persons shall include natural persons, firms, partnerships, corporations, regulatory bodies and entities, legal or otherwise; "Agreement" or "hereof", "hereto", "herein", when used in this Agreement and any attached Schedules refer to this Agreement and to any Schedules attached hereto and not to any particular Sections, paragraphs sub-paragraphs or other portion hereof, and including any and every instrument supplemental hereto; and any reference to a paragraph, subparagraph or section by number or letter of the alphabet means the appropriate paragraph, sub-paragraph, or Section of this Agreement unless the context otherwise requires; and any reference to a Schedule by number or letter of the alphabet means the appropriate Schedule attached to this Agreement; the use of the term "contract" or "contracts" shall include verbal or written contracts, agreements, deeds, documents, instruments and indentures; the use of the term "law" or "laws" shall include all federal, provincial and municipal laws, ordinances, by-laws, rules and regulations; any defined term shall, as the Creditor may require, be interpreted to mean the whole or any portion thereof.

1.3 Schedules

The Schedules mentioned in this Section 1.3 and attached to this Agreement shall form part hereof;

1.4 Headings

Headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

2. **SECURITY INTEREST**

2.1 Security Interest

Debtor hereby grants to and in favour of Creditor security interest ("Security Interest") in all present and after acquired personal property including without limitation, Chattel Paper, Goods and Accessions, Debts, Documents of Title, Instruments, Intangibles, Inventory and Proceeds of Debtor (collectively "Collateral").

2.2 Exception

The Security Interest shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefor, now held or hereafter acquired by Debtor, but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust for the Creditor to assign and dispose of the same to or as Creditor or any person acquiring such term shall direct.

2.3 Indebtedness Secured

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

3. **DEBTOR'S REPRESENTATIONS AND WARRANTIES**

3.1 Debtor represents and warrants and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant to Creditor that:

- (1) the Collateral is genuine and owned by Debtor, Free and Clear;
- (2) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same, and the amount represented by Debtor to Creditor from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor(s) and no Account Debtor will have any defence, set-off, claim or counterclaim against Debtor which can be asserted against Creditor, whether in any proceedings to enforce Collateral or otherwise;
- (3) the Debtor, if a corporation, has been and is:
 - (a) duly incorporated and organized or continued and organized or amalgamated and organized, as the case may be, and validly exists under the laws of Alberta and has full power and authority, corporate or otherwise, to execute, deliver and

perform all of its obligations under this Agreement and to conduct its business and own its properties in all jurisdictions in which the Debtor presently carries on business or presently proposes to carry on business and Debtor has acquired all material licenses and effected all material registrations required in such jurisdictions and such licenses and registrations are in good standing; and

- (b) all corporate action on the part of the Debtor, its directors or shareholders, necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken, and
 - (c) the officers of Debtor executing this Agreement and any other instrument or agreement required hereunder hold the offices which they purport to hold and are fully authorized to execute the same;
- (4) the information given by Debtor on the execution page hereof is complete and accurate;
 - (5) this Agreement when duly executed and delivered by Debtor will be a legal, valid and binding obligation of Debtor, enforceable against it in accordance with its terms, subject only as such enforcement may be limited by bankruptcy, insolvency and any other laws of general application, including the Act, affecting creditors' rights and by rules of equity governing enforceability by specific performance;
 - (6) there is no provision contained in the constating documents, bylaws or similar documents of Debtor, if a corporation, and no contracts under which Debtor is obligated, nor to the knowledge of Debtor is there any law, or any judgment, decree or order of any Court or agency binding on Debtor which would be contravened by the execution and delivery of this Agreement, or by the performance of any provision, condition, covenant or other term hereof and in all circumstances where consent is required, such consent has been duly obtained;
 - (7) there is no unsatisfied judgment, litigation, tax claim, proceeding or dispute pending, or, to the knowledge of Debtor, threatened, against or affecting Debtor or its property, the adverse determination of which might materially and adversely affect Debtor's financial condition or operations or impair Debtor's ability to perform its obligations hereunder or under any other instrument or agreement required hereunder;
 - (8) the corporate records and minute book of Debtor contain complete and accurate minutes of all material meetings of the directors and share-holders of Debtor held since its incorporation and all such meetings were duly called and held and the share certificate register, register of share-holders, register of transfers and register of directors of Debtor is substantially complete and accurate;
- 3.2 Debtor agrees to indemnify Creditor against and hold Creditor harmless from any and all claims, losses, damages or costs, including legal costs as between a solicitor and his own client, to which Creditor may be put or suffer by or as a result of any representation or warranty contained in Section 3.1 hereof being incorrect or breached. This indemnity shall survive the closing of the transaction provided for in this Agreement.

4. COVENANTS OF DEBTOR

4.1 So long as this Agreement remains in effect, Debtor covenants and agrees:

- (1) to defend the Collateral against the claims and demands of all other persons claiming the same or an interest therein; to keep the Collateral Free and Clear and not to, except to the extent permitted under Section 5 hereof, sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of Creditor; and, subject to Section 7 hereof, use monies provided always that, until Default, Debtor may, in the ordinary course of its business, (excluding however a transfer or disposition in satisfaction, in whole or in part, of an existing indebtedness) sell or lease Inventory and create a Purchase Money Security Interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to Creditor pursuant to the Act available to Debtor;
- (2) to forthwith notify Creditor of:
 - (a) any change in the information contained herein or in the Schedules hereto relating to Debtor (including without limitation any change in the name of Debtor or any trade name or partnership under which Debtor may operate and in the case of a partnership any change therein), its business or Collateral;
 - (b) the details of any material acquisition of Collateral;
 - (c) the details of any claims or litigation materially affecting the Debtor or Collateral;
 - (d) any material loss of or damage to Collateral;
 - (e) any material default by any Account Debtor in payment or other performance of Account Debtor's obligations with respect to Collateral; and
 - (f) the return to or repossession by Debtor of Collateral where such return or repossession of Collateral is material in relation to the business of Debtor;
- (3) to keep the Collateral in good order, condition and repair, to provide adequate storage facilities to protect the Collateral, not to permit the value of the Collateral to be impaired and in particular not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable law;
- (4) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same becomes due and payable;
- (5) to insure and keep insured the Collateral for such periods, in such amounts, on such terms, with such companies and against loss or damage by fire (including so-called extended coverage) and such other risks as Creditor shall reasonably direct with loss payable to Creditor and Debtor, as insureds, as their interests hereunder may appear, and to pay all premiums and other sums required to maintain such insurance;

- (6) to insure itself against public liability in such amounts, on such terms, with such companies as Creditor shall reasonably require having regard to the nature of the business carried on from time to time by Debtor;
- (7) to prevent Collateral, (save Inventory sold or leased as permitted hereby), from being or becoming an accession or fixture to other property not covered by this Agreement;
- (8) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at Creditor's request so as to indicate the Security Interest;
- (9) to deliver to Creditor from time to time promptly upon request:
 - (a) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - (b) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (c) all financial statements prepared by or for Debtor regarding Debtor's business;
 - (d) all policies and certificates of insurance or other evidence satisfactory to Creditor of compliance with the obligations of Debtor to insure hereunder relating to Collateral; and
 - (e) such information concerning Collateral, Debtor and Debtor's business and affairs as Creditor may reasonably request including information respecting real property upon which the Collateral is to be affixed.
- (10) Except with the consent of Creditor, not to:
 - (a) grant, create, assume or permit to exist any security interest, mortgage, pledge, charge, assignment, lien, lease or other security, whether fixed or floating, upon any of the Collateral other than the Security Interest and the Encumbrance;
 - (b) amalgamate or consolidate with any person;
 - (c) incorporate any subsidiary or affiliate corporation, whether wholly or partially owned by Debtor unless security agreements, in a form satisfactory to Creditor, are executed by such subsidiary or affiliate in favour of Creditor;
 - (d) permit any change to be made to the capital structure, management, ownership or business of Debtor which, in the opinion of Creditor, has or is reasonably likely to have a material adverse effect upon the position of Creditor under this Agreement.

5. USE AND VERIFICATION OF COLLATERAL

- 5.1 Subject to compliance with Debtor's covenants contained herein and Section 7 hereof, Debtor may, until Default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that Creditor shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner Creditor may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as Creditor may reasonably request in connection therewith and for such purpose Debtor hereby grants to Creditor or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

- 6.1 If Collateral at any time includes Securities, Debtor authorizes Creditor to transfer the same or any part thereof into its own name or that of its nominee(s) so that Creditor or its nominee(s) may appear of record as the sole owner there-of; provided that, until Default, Creditor shall deliver promptly to Debtor all notices and communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, Debtor waives all rights to receive any notices or communications received by Creditor or its nominee(s) as such registered owner and agrees that no proxy issued by Creditor to Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

- 7.1 Before or after Default, Creditor may notify all or any persons (herein collectively referred to as "Account Debtors" and individually as "Account Debtor") obligated to pay a Debt, Chattel Paper or Instrument constituting Collateral of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to Creditor. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after Default shall be received and held by Debtor in trust for Creditor and shall be turned over to Creditor upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- 8.1 Until Default, Debtor reserves the right to receive any monies constituting income from or interest on Collateral and if Creditor receives any such monies prior to Default, Creditor shall either credit the same to the account of Debtor or pay the same promptly to Debtor.
- 8.2 After Default, Debtor will not request or receive any monies constituting income from or interest on Collateral and if Debtor receives any such monies without any request by it, Debtor will pay the same promptly to Creditor.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- 9.1 Whether or not Default has occurred, Debtor authorizes Creditor:

- (1) to receive any increase in or profits on Collateral (other than money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Section 8 hereof and dealt with accordingly;
 - (2) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.
- 9.2 If Debtor receives any such increase in or profits on Collateral (other than money) or payments or distributions, Debtor shall deliver the same promptly to Creditor to be held by Creditor as herein provided.

10. DISPOSITION OF MONIES

- 10.1 Subject to any applicable requirements of the Act, all monies collected or received by Creditor pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as Creditor deems best or, at the option of Creditor, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of Creditor hereunder, and any surplus shall be accounted for as required by law, and in the event of a deficiency Debtor shall remain liable for such deficiency.

11. EVENTS OF DEFAULT

- 11.1 The occurrence of any of the following events or conditions shall constitute Default under this Agreement:
- (1) nonpayment when due, whether by acceleration or otherwise, of any principal or interest or other monies forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, deed, indenture or arrangement between Debtor and Creditor;
 - (2) the death of or declaration of incompetence by a Court with respect to Debtor, if an individual;
 - (3) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy where such petition remains undismissed for a period of thirty days; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver, a receiver-manager or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise where such appointment or proceeding remains undismissed for a period of thirty days;
 - (4) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims or winding up of affairs of Debtor;
 - (5) if any Encumbrance affecting Collateral or any part thereof becomes enforceable against Collateral;
 - (6) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or a transfer, sale or lease of all or substantially all Collateral without

the prior written of Creditor and without complying with applicable laws or commits or threatens to commit an act of bankruptcy;

- (7) if Debtor changes its name without the prior written consent of Creditor (such consent not to be unreasonably withheld);
- (8) if any execution, sequestration or other process of any Court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (9) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Agreement or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Creditor to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change has not been disclosed to Creditor at or prior to the time of such execution.

12. ACCELERATION

- 12.1 Subject to Section 16 of the Act Creditor, in its sole discretion, may declare all or any part of Indebtedness (which is not by its terms payable on demand) to be immediately due and payable, without demand or notice of any kind, in the event of Default or, if Creditor in good faith believes that the prospect of payment of all or any part of Indebtedness or performance of Debtor's obligations under this Agreement or any other agreement now or here-after in effect between Debtor and Creditor is impaired.
- 12.2 The provisions of Section 12.1 are not intended in any way to affect any rights of Creditor with respect to Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

- 13.1 Creditor may take possession of, collect, demand, sue on, enforce and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and upon Default Creditor may appoint or re-appoint by instrument in writing, any person, whether an officer or officers or an employee or employees of Creditor or not, to be a receiver or receivers (a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of Debtor and not Creditor, and Creditor shall not be in any way responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees.
- 13.2 Creditor shall have in addition to any other rights available to it, the right to provide in the instrument appointing the Receiver, all of the powers which can be given to a Receiver by the Court; provided however that unless otherwise specifically provided for in the instrument appointing a Receiver such Receiver shall have power to take possession of Collateral, to

preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral and to give valid and binding receipts and discharges therefor and in respect thereof.

- 13.3 To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to him or otherwise, as such Receiver shall, in his own discretion, determine. Except as may be otherwise directed by Creditor, all monies received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to Creditor. Every such Receiver may, in the discretion of Creditor, be vested with all or any of the rights and powers of Creditor.
- 13.4 Any sale, lease or other disposition of Collateral hereunder may take place in such manner, at such times and places, for such consideration and upon such terms and conditions as to credit or otherwise and as to upset or reserve bid or price, as Creditor or Receiver, as the case may be, deems advantageous, and in particular and without limiting the foregoing any such sale, lease or other disposition of Collateral may take place whether or not Receiver or Creditor, as the case may be, has taken possession of Collateral and may be made by public auction, public tender or private contract with or without notice or advertising or any other formality all of which subject to the Act are waived by Debtor.
- 13.5 Debtor acknowledges that Creditor or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from Creditor or any such Receiver to assemble and deliver possession of Collateral at such place or places as reason-ably directed.
- 13.6 Creditor may, either directly or through its agents or nominees, exercise all the powers and rights given to a Receiver by virtue of the above sub-paragraphs and in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Creditor and in addition to any other rights Creditor may have at law or in equity, Creditor shall have, both before and after Default, all rights and remedies of a secured party under the Act. Provided always, that Creditor shall:
- (1) not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes; and
 - (2) have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether part of Collateral or Proceeds and whether or not in Creditor's possession and shall not be liable or accountable for failure to do so.
- 13.7 Debtor agrees to pay all costs, charges and expenses reasonably incurred by Creditor or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors' and auditors' costs and fees as between Creditor and its solicitors and/or auditors and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Agreement, in taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any

borrowing by Creditor or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

- 13.8 Debtor waives protest of any Instrument constituting part of Collateral at any time held by Creditor on which Debtor is in any way liable and notice of any other action taken by Creditor.
- 13.9 Upon Default, Creditor may, either directly or through its agent or nominee, exercise any or all of the powers and rights given to a Receiver by virtue of this Section 13.

14. FURTHER ASSURANCES AND ATTORNEY

14.1 Further Assurances:

Debtor:

- (1) covenants and agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such financing statements, further assurances, documents, acts, matters and things with respect to Collateral or any part thereof as Creditor from time to time may reasonably require to give effect to this Agreement and to perfect the Security Interest, and Debtor further covenants and agrees to pay all costs for searches and filings in connection therewith; and
- (2) hereby authorizes Creditor to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding Schedules hereto identifying Collateral or Encumbrance affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as Creditor may deem appropriate to perfect and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest.

14.2 Attorney

Debtor hereby constitutes and appoints Creditor or any person selected by Creditor as its true and lawful attorney irrevocably with full power of substitution to do, make and execute all such statements, assurances, documents, acts, matters or things with the right to use the name of Debtor whenever and wherever it may be deemed necessary or expedient to protect Creditor's rights hereunder.

15. ATTACHMENT AND ADDITIONAL SECURITY

15.1 Attachment

Debtor acknowledges that Debtor and Creditor intend for the Security Interest to attach to Debtor's existing properties immediately upon execution of this Agreement (and in Debtor's property acquired subsequent thereto, immediately upon the Debtor acquiring an interest or rights therein) and that value has been given and that Debtor has (or in the case of after-acquired property, will have) rights in Collateral. The parties acknowledge and agree that this Agreement and the Security Interest are intended to be a "security agreement" and "security interest" respectively within the meaning of the Act.

In the case of this security agreement, Creditor could register a notice while the agreement is being negotiated. Upon its execution, the security interest would be perfected because the parties have agreed that execution equals attachment.

15.2 Additional Security

This Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Creditor and is intended to be a continuing security Agreement.

16. **GENERAL**

16.1 Additional Rights of Creditor

Without limiting any other rights of Creditor, Creditor shall have the following additional rights:

- (1) Whenever Indebtedness is immediately due and payable or Creditor has the right to declare Indebtedness to be immediately due and payable (whether or not it has been so declared), Creditor may, in its sole discretion, set off against Indebtedness any and all monies then owed to Debtor by Creditor in any capacity, whether due or not due, and Creditor shall be deemed to have exercised such right of set off immediately at the time of making its decision to do so even though any charge therefor is made or entered upon Creditor's records subsequent thereto.
- (2) All moneys collected or received by Creditor in respect of Collateral or on account of Indebtedness may be applied on account of such part(s) of Indebtedness as determined by Creditor and Creditor shall at all times and from time to time have the right to change any appropriation as Creditor may determine.
- (3) Upon Debtor's failure to perform any of its duties hereunder, Creditor may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to Creditor, forthwith upon written demand therefor, an amount equal to the expense incurred by Creditor in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of the prime lending rate of the Province of Alberta plus one (1%) percent per annum.
- (4) Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as Creditor may see fit without prejudice to the liability of Debtor or Creditor's right to hold and realize the Security Interest.
- (5) Creditor may demand, collect and sue on Collateral in either Debtor's or Creditor's name, at Creditor's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.
- (6) No delay or omission by Creditor in exercising any right or remedy here-under or with respect to any Indebtedness shall operate as a waiver there-of or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

- (7) Creditor may remedy any Default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the Default remedied and without waiving any other prior or subsequent Default by Debtor. All rights and remedies of Creditor granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (8) Nothing herein contained shall in any way obligate Creditor to extend credit, advance any moneys to Debtor or grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

16.2 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and Creditor or any assignee(s) directly or indirectly of Creditor may, without further notice to Debtor at any time assign this Agreement and the Security Interest created thereunder and Debtor expressly agrees that, with respect to any such assignment, re-assignment or transfer of this Agreement, the assignee or transferee shall have all of Creditor's rights and remedies under this Agreement and Debtor will not assert as a defence, counterclaim, set off, cross-complaint, or otherwise any claim, known or unknown, which Debtor now has or hereafter acquires against Creditor in any action commenced by an assignee or transferee of this Agreement and will pay the Indebtedness to the assignee or transferee at its place of business as the Indebtedness becomes due. If more than one Debtor executes this Agreement, the obligations of such Debtors hereunder shall be joint and several.

16.3 Amendment

Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

16.4 Laws of Alberta to Govern

This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Alberta as the same may from time to time be in affect, including, where applicable, the Act.

16.5 Severability

In the event any provisions of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court, the remaining terms and provisions of this Agreement shall remain in full force and effect.

16.6 Notice

Whenever either party hereto is required or entitled to notify or direct the other or make a demand or request upon the other, such notice, direction, demand or request shall be in writing and delivered or faxed to the party for whom it is intended at the principal address or fax number, as the case may be, of such party or at such other address or fax number as shall be designated by such party in a written notice to the other party. Each such notice, direction, demand or request

shall be deemed to have been received on the date of delivery or faxed transmission, as the case may be.

16.7 Financing Statement

Debtor hereby waives its right to receive a copy of any financing statement or financing change statement registered by Creditor pursuant to this Agreement or any modification, renewal or extension thereof.

16.8 Copy of Agreement

Debtor acknowledges receipt of a copy of this Agreement.

16.9 Amalgamation

Debtor acknowledges and agrees that in the event it amalgamates with any other corporation(s), it is the intention of the parties hereto that the term "Debtor", when used herein, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted hereby:

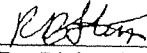
- (1) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation;
- (2) shall secure the Indebtedness (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to Creditor at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to Creditor thereafter arising;
- (3) shall attach to Collateral owned by each corporation amalgamating with Debtor, and by the amalgamated corporation, at the time of amalgamation, and shall attach to any Collateral thereafter owned by acquired by the amalgamated corporation when such becomes owned or is acquired.

16.10 Prepayment

Provided no Default has occurred and is outstanding hereunder, Debtor shall have the right to prepay the whole or any portion of the Indebtedness then outstanding at such time without notice or bonus.

2011. IN WITNESS WHEREOF this Agreement has been executed by Debtor this 11th day of July,

PREV BIOTECH INC.

Per: 
Dr. Richard Stein, President c/s

#1503, 10010 - 119 Street
Edmonton, Alberta, T5Y 1Y8

Dated: on the 11th day of July, 2011.

Between:

Prev Biotech Inc.

and:

Biomotion Ltd.

GENERAL SECURITY AGREEMENT

WITTEN LLP
Barristers & Solicitors
2500 - 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

File No. 107861/DJH

Schedule "B"

RESOLUTION OF THE DIRECTOR OF

BIOMOTION LTD.
(the "Corporation")

APPOINTMENT OF ATTORNEY

WHEREAS the Corporation is the creditor (the "Creditor") of Prev Biotech Inc. (the "Debtor") and entered into the General Security Agreement between the Corporation and Prev Biotech Inc. dated July 11, 2011 (the "GSA");

AND WHEREAS the Section 14.2 of the GSA states as follows: "Debtor hereby appoints Creditor or any person selected by Creditor as its true and lawful attorney irrevocably with full power of substitution to do, make and execute all such statements, assurances, documents, acts, matters or things with the right to use the name of Debtor whenever and wherever it may be deemed necessary or expedient to protect Creditor's rights hereunder";

AND WHEREAS the Corporation wishes to select KELVIN JAMES as the attorney (the "Attorney") for the Debtor to protect the Creditor's rights as set out in Section 14.2 of the GSA.

BE IT RESOLVED THAT:

1. KELVIN JAMES be appointed as the Attorney for the Prev Biotech Inc..
2. Any acts undertaken by the Director, or his designate, in furtherance of the above resolutions, whether before, on or after the effective date hereof, are hereby approved, ratified and confirmed.
3. This Resolution may be executed in separate counterparts and the execution of a counterpart shall have the same effect as the execution of the original, portable document format ("PDF") and a facsimile signature shall have the same effect and import as an original signature.

DATED the 1st day of August, 2019.


KELVIN JAMES

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