

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6122587

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
AXIM BIOTECHNOLOGIES, INC.		05/21/2020
RECEIVING PARTY DATA		
Name:	APIRX PHARMACEUTICAL USA, LLC	
Street Address:	18 EAST 50TH STREET, 5TH FL., SUITE B	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Patent Number:	10172786	
Patent Number:	9814695	
Patent Number:	9844530	
Patent Number:	10059684	
Patent Number:	10246431	
Patent Number:	10441552	
Patent Number:	10092538	
Patent Number:	10543190	
Patent Number:	10272051	
Application Number:	16184747	
Application Number:	16653416	
Application Number:	16784086	
Application Number:	16774959	
Application Number:	16545808	
Application Number:	15494514	
Application Number:	15787498	
Application Number:	15824184	
Application Number:	16710183	
Application Number:	16106420	
Application Number:	16106591	

PATENT

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 6198892990**Email:** kenny.glatzel@preips.com**Correspondent Name:** KHANH T. GLATZEL**Address Line 1:** 1637 E. VALLEY PKWY #182**Address Line 4:** ESCONDIDO, CALIFORNIA 92027

NAME OF SUBMITTER:	KHANH T. GLATZEL
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SIGNATURE:	/Khanh T. Glatzel/
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DATE SIGNED:	05/26/2020
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Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

Recitals

This Patent Assignment Agreement (the “Agreement”) is entered into by and between Axim Biotechnologies, Inc., a Nevada corporation, having an address of 45 Rockefeller Plaza, 20th Fl., New York, NY 10111, USA, with a former address at 18 East 50th Street, 5th Floor, New York, NY 10022, USA (“Assignor”), and APIRX Pharmaceutical USA, LLC, a Delaware limited liability company, having an address of 18 East 50th Street, 5th Fl., Suite B, New York, NY 10022, USA (“Assignee”). The Assignor and Assignee shall be herein referred to as “Parties” together and as each of Assignor or Assignee.

WHEREAS, Assignor is the sole and rightful owner of United States Patents as listed in Schedule A (the “Patents”) and United States, Europe, and Hong Kong Patent Applications as listed in Schedule B (the “Patent Applications”).

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to the Patents and Patent Applications.

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Agreement.

Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Assignor does hereby assign, sell, transfer and set over, to Assignee, its successors, legal representatives and assigns, all of Assignor’s right, title and interest in the Patents, and the inventions embodied therein for the entire term of the Patents and any reissues or extensions, and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the Patents; and all of Assignor’s right, title, and interest in the Patent Applications, and the inventions embodied therein, for the entire term of any patents issued from the Patent Applications and any reissues or extensions of any such patents, and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of the Patent Applications. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee’s successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and any patents issued from the Patent Applications before or after issuance.

AND ASSIGNOR DOES HEREBY further agree to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and the Patent Applications and any and all applications and registrations for the inventions in any and all countries.

AND ASSIGNOR DOES HEREBY authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the Patents set forth in Schedule A and the Patent Applications set forth in Schedule B to Assignee as recipient of Assignor's right, title, and interest therein.

AND ASSIGNOR DOES HEREBY warrants that Assignor is the legal owner of all right, title, and interest in the Patents and the Patent Applications, that the Patents and Patent Applications have not been previously pledged, assigned, or encumbered, and that this Agreement does not infringe on the rights of any person.

Other clauses

REMEDIES. In the event of a breach or threatened breach by the Assignee of any of the provisions of this Agreement, the Assignee hereby consents and agrees that the Assignor shall be entitled to seek, in addition to other available remedies, as temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

SUCCESSORS AND ASSIGNS

Assignment by the Assignee. The Assignee may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Assignee. This Agreement shall inure to the benefit of the Assignee and permitted successors and assigns.

No Assignment by the Assignor. The Assignor may not assign this Agreement or any part hereof. Any purported assignment by the Assignor shall be null and void from the initial date of purported assignment. The Assignee shall not acknowledge or accept any assignment, whether on the date of the purported assignment or thereafter.

COUNTERPARTS. This Agreement may be executed in several counterparts, each of which is an original but all of which shall constitute one and the same instrument.

EFFECTIVE DATE. The effective date of this Agreement shall be the date the Assignee duly signs this agreement.

ARBITRATION. The Parties agree that any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding

arbitration. Arbitration shall be administered under the laws in accordance with the American Arbitration Association. Discovery in any arbitration proceeding shall be conducted according to the American Arbitration Association Rules. Any arbitral award determination shall be final and binding upon the Parties

GOVERNING LAW. This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts-of-law principles. Venue for any legal action shall be the County of San Diego, State of California, USA.

ENTIRE AGREEMENT. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Assignor and the Assignee pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; provided, however, that the Agreement shall remain in full force and effect.

MODIFICATION AND WAIVER. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by a duly authorized officer the Assignor and by a duly authorized officer of the Assignee. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such rights, power, or privilege.

SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

Axim Biotechnologies, Inc.

CAPTIONS. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

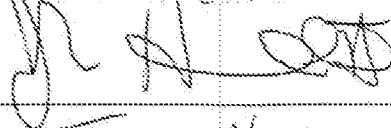
ACKNOWLEDGEMENTS. The Assignee acknowledges that Assignee has been provided with a copy of this Agreement for review prior to signing it, that the Assignor hereby encourages the Assignee to have this Agreement reviewed by its own attorney prior to signing it, that the Assignee has signed the Agreement on its own will, and that the Assignee understands the purposes and effects of this Agreement.

FORCE MAJEURE. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date below.

ASSIGNOR

Axim Biotechnologies, Inc.



Name: Jouni Huemoller II

Title: CEO

Date: 5-21-2020

ASSIGNEE

APIRX Pharmaceutical USA, LLC



Name: George E. Anastasov

Title: Director

Date: 05/21/2020

SCHEDULE A

The Patents

1. U.S. 10,172,786 – Oral care composition comprising cannabinoids
2. U.S. 9,814,695 – Ophthalmic solutions for glaucoma and conjunctivitis treatment
3. U.S. 9,844,530 – Ophthalmic solutions for glaucoma and conjunctivitis treatment
4. U.S. 10,059,684 – Process to extract and purify delta-9-tetrahydrocannabinol
5. U.S. 10,246,431 – Process to extract and purify delta-9-tetrahydrocannabinol
6. U.S. 10,441,552 – Anti-microbial composition comprising cannabinoids
7. U.S. 10,092,538 – Suppositories comprising cannabinoids
8. U.S. 10,543,190 – Suppositories comprising cannabinoids
9. U.S. 10,272,051 – Method to treat atopic dermatitis

SCHEDULE B

The Patent Applications

1. U.S. Application Number 16/184,747; EPO Application Number 15870986.5; Hong Kong Application Number 18103553.3 – Oral care composition comprising cannabinoids
2. U.S. Application Number 16/653,416; EPO Application Number 16747053.3; Hong Kong Application Number 18106393.0 – Cannabinoid and sugar alcohol complex, methods to make and use
3. U.S. Application Number 16/784,086; EPO Application Number 16752852.0; Hong Kong Application Number 18107903.1 – Cosmetics and topical compositions comprising cannabigerol
4. U.S. Application Number 16/774,959; EPO Application Number 16789992.1 – Process to extract and purify delta-9-tetrahydrocannabinol
5. U.S. Application Number 16/545,808; EPO Application Number 16815133.0; Hong Kong Application Number 18113899.5 – Anti-microbial composition comprising cannabinoids
6. U.S. Application Number 15/494,514; EPO Application Number 17790163.4 – Chewing gum composition comprising cannabinoids and nicotine
7. U.S. Application Number 15/787,498; EPO Application Number 17863114.9 – Chewing gum composition comprising cannabinoids and opioid agonists and/or antagonists
8. U.S. Application Number 15/824,184; EPO Application Number 17876342.1 – Chewing gum composition comprising cannabinoids and gabapentin
9. U.S. Application Number 16/710,183; EPO Application Number 17862753.5 – Suppositories comprising cannabinoids
10. U.S. Application Number 16/106,420; EPO Application Number 18190959.9 – Method to treat psoriasis
11. EPO Application Number 18190961.5 – Method to treat atopic dermatitis
12. U.S. Application Number 16/106,591; EPO Application Number 18190967.2 – Method to treat vitiligo