

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8088446

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EMERALD HEALTH PHARMACEUTICALS INC.	06/05/2023
RECEIVING PARTY DATA		
Name:	VIVACELL BIOTECHNOLOGY ESPAÑA S.L.U.	
Street Address:	PARQUE CIENTÍFICO TECNOLÓGICO RABANALES 21, CALLE CECILIA PAYNE,	
Internal Address:	PARCELA ID 8.1 PRIMERA PLANTA	
City:	CÓRDOBA	
State/Country:	SPAIN	
Postal Code:	14014	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	9701618
	Patent Number:	10919843
	Patent Number:	9802880
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>		
Email:	tafuierer@casimirjones.com	
Correspondent Name:	TRISTAN FUIERER	
Address Line 1:	2275 DEMING WAY, SUITE #310	
Address Line 4:	MIDDLETON, WISCONSIN 53562	
ATTORNEY DOCKET NUMBER:	MIA-40937	
NAME OF SUBMITTER:	TRISTAN A. FUIERER	
SIGNATURE:	/tristan a fuierer/	
DATE SIGNED:	08/01/2023	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AND WAIVER AGREEMENT

This Intellectual Property Assignment and Waiver Agreement (the "Agreement") is entered into as of June 5, 2023 (the "Effective Date") by and between Emerald Health Pharmaceuticals Inc., a Delaware corporation ("EHP") and VivaCell Biotechnology Espana, S.L., a Spanish limited liability company (Sociedad Limitada) ("VivaCell") (each, a "Party" and collectively, the "Parties"). In consideration of the rights and obligations set forth herein, both Parties hereby agree as follows:

1. **WAIVER OF CLAIMS.** VivaCell hereby irrevocably releases and forever discharges EHP and its affiliates, and their respective employees, representatives, agents, officers, directors, customers, suppliers, and attorneys and its and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them, from any and all claims, demands, damages, actions, causes and liabilities, whether known or unknown, arising out of or relating to any Assigned IP, any financial claims or any previous transactions or agreements between the Parties (collectively, "Claims"), including under or in connection with that Intellectual Property Transfer Agreement between the Parties dated as of June 13, 2017, as amended. The foregoing release is intended to be construed as broadly as possible and VivaCell waives all rights that VivaCell may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
2. **ASSIGNMENT AND OWNERSHIP.**
 - a. **ASSIGNMENT.** Subject to VivaCell's full and irrevocable release of all Claims and the other terms and conditions of this Agreement, EHP hereby assigns to VivaCell all right, title and interest (including all intellectual property rights, including documentation relating to the pre-clinical and clinical development of EHP-101 and EHP-102, and any and all documentation relating to such developments such as investigation brochures, pre-IND and IND documentations, communications with the FDA, technical and regulatory reports, or similar documents in EHP's possession) in and to the Assigned IP (as defined below), including all benefits, privileges, causes of action and remedies relating to the Assigned IP. "Assigned IP" means the items set forth in Schedule A (Assigned IP). The assignment does not give rise to any monetary compensation, present or future, in favour of EHP, as transferor.
 - b. **FURTHER ASSURANCES.** EHP will, for no additional consideration, take all necessary actions in order to effect or memorialize the transfer of ownership in the Assigned IP and otherwise perfect the VivaCell's (or its assignees/transferees') rights herein.
3. **TERMINATION OF IP TRANSFER AGREEMENT.** The Parties hereby terminate the intellectual property agreement executed on 15 June 2017 (the "IP Transfer Agreement") effective as of the date hereof and agree that, the IP Transfer Agreement is of no further force or effect and as a consequence of such termination.
4. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants that: (i) it has the right to enter into this Agreement, (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (iii) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (iv) its execution, delivery and performance does not (a) conflict with or violate its articles or certificate of incorporation or bylaws.

(b) violate any applicable law, rule or regulation, or (c) conflict with or result in any breach of, or constitute a default under, any contract or agreement to which such Party is a Party or by which any of its property is bound.

5. **DISCLAIMER.** ASSIGNED IP AND ANY MATERIALS IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER EHP NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING IN CONNECTION WITH THE ASSIGNED IP OR ANY MATERIALS PROVIDED IN CONNECTION THEREWITH. EHP AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
6. **INDEMNIFICATION.** VivaCell agrees to indemnify, defend and hold harmless EHP, its officers, directors, employees and agents from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of the terms of this Agreement by VivaCell or any use or other exploitation of any Assigned IP as of the effective date of assignment pursuant to this Agreement by or on behalf of VivaCell, its affiliates, or its or their respective licensees, customers and end users.
7. **GENERAL.** The Parties are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. This Agreement may be executed in counterparts, each of which will constitute an original, including by facsimile or pdf, but all of which together will constitute one and the same instrument. This Agreement, including Schedule A, which is hereby incorporated into the Agreement by reference, constitutes the complete and exclusive understanding and agreement between the Parties with respect to the Assigned IP and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to the Assigned IP. No Party may assign this Agreement without the other Party's prior written consent. Any purported assignment in contravention of the foregoing will be void and of no effect. This Agreement is severable, and if one or more of the provisions (or portion thereof) contained in this Agreement will, for any reason, be determined to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability will not affect any of the remaining provisions (or portions thereof), and this Agreement will be construed as if such invalid, illegal, or unenforceable provision (or portion thereof) was never included in this Agreement so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner materially adverse to either Party. The Agreement will be governed by the substantive law of the state of Delaware without regard to conflicts of laws. Any suit, action or proceeding arising from or relating to this Agreement must be brought, solely and exclusively, in the state or federal courts sitting in Delaware and each Party irrevocably consents to the jurisdiction and venue of any such court for any such suit, action or proceeding.

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IN WITNESS WHEREOF, the Parties have, through their duly authorized officers, executed this Agreement as of the Effective Date.

EMERALD HEALTH PHARMACEUTICALS INC.

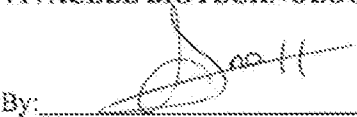


By: _____

Name: Joseph Lugo

Title: Interim Principal Executive Officer

VIVACELL BIOTECHNOLOGY ESPANA, S.L.



By: _____

Name: Ana Hidalgo

Title: Managing Director

**SCHEDULE A
ASSIGNED IP**

Family Number	Patent Publication/ Application Number	Status	Expiry	Title	Description
601.3 CBD PPAR γ	US9,701,618B3	Granted	2014	Cannabinoid Quinone Derivatives	CBD quinone derivatives to be used as medicaments in therapy, particularly or treating diseases and conditions responsive to PPAR γ modulation due to their high PPAR γ activatory effect
	AU2014390778B2	Granted			
	CA2943867C	Granted			
	CN106232570B	Granted			
	EP3131874B1*	Granted			
	JP6167248B2	Granted			
	KR102236398B1	Granted			
	IN344701	Granted			
	BRPI1623902A2	Pending			
	MX352386B	Granted			
601.3 HIF	WO2015136341A1	Expired	2037	Cannabinoid derivatives as inhibitors of the HIF prolyl hydroxylases activity	CBD quinone derivatives to be used as medicaments in therapy, particularly for treating diseases and conditions responsive to HIF-1 activation
	RU2667504C2	Granted			
	IL248030	Granted			
	HK1231041B	Granted			
	*Validated in BE, CH DE, DK, ES, FR, GB, IE, IT, LI & NL	Granted			
	WO2016177516	Expired			
	AU2017406103	Pending			
	CA3058352	Pending			
	EP3600274A1	Pending			
	IL369623	Pending			
601.5 CBD Fibrosis	JP6974496B2	Granted	2041	Compositions of Cannabinoid Derivatives and their use as modulators of Cannabinoid Receptor Type 2 (CB2) Cannabinoid Quinone Derivatives	Composition and Method for the treatment and prevention of cardiac fibrosis Composition and Method for the Treatment and Prevention of Cardiac, Pulmonary, Dermal and Renal Fibrosis
	US10,919,843B	Granted			
	PCT/US2021/017032	Expired			
	CA	Pending			
	EP21750042.0	Pending			
602 CBG PPAR γ	JP 2002547686	Pending	2035	Cannabinoid Derivatives	CBG derivatives to be used as medicaments in therapy particularly for treating PPAR γ - related diseases due to their high PPAR γ activatory effect
	US17760283	Pending			
	US9,602,880B	Granted			
	AU2015222384B	Granted			
	CA2937275C	Granted			
	CN106061937B	Granted			

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Handwritten signature/initials

Family Number	Patent Publication/ Application Number	Status	Expiry	Title	Description
	EP2913321B1*	Granted			
	JP6619349B1	Granted			
	KR10-2422492	Granted			
	MX358084B	Granted			
	WO2015128200A1	Expired			
	BR112016019891B1	Granted			
	IN337869	Granted			
	RU2684913C2	Granted			
	IL247149	Granted			
	HK1229781B	Granted			
	*Validated in BE, DK, FR, DE, IE, IT, NL, ES, CH, GB				

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