

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI348551

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Bioscript Inc.	07/01/2018
RECEIVING PARTY DATA		
Company Name:	MORPHO CANADA INC	
Street Address:	485, Rue McGill	
Internal Address:	Suite 1100	
City:	Montreal	
State/Country:	CANADA	
Postal Code:	H2Y 2H4	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	10405412
	Application Number:	11485745
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:	+442(073)607-58200	
Email:	mtabona@anaqua.com	
Correspondent Name:	Mr. Michael Tabona	
Address Line 1:	Anaqua Services	
Address Line 2:	Spaces Victoria	
Address Line 4:	London, UNITED KINGDOM SW1V 1LW	
NAME OF SUBMITTER:	Mrs. JENNINGS Christine	
SIGNATURE:	Mrs. JENNINGS Christine	
DATE SIGNED:	07/09/2024	
Total Attachments: 4		
source=STEP 1- DOCUMENT BIOSCRYPT TO MORPHO CANADA#page1.tiff		
source=STEP 1- DOCUMENT BIOSCRYPT TO MORPHO CANADA#page2.tiff		
source=STEP 1- DOCUMENT BIOSCRYPT TO MORPHO CANADA#page3.tiff		
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TRANSACTION DATE:	July 1, 2018
JURISDICTION:	Canada
STEP NUMBER:	Step 2.9
NAME OF DOCUMENT:	General Conveyance Agreement
PURPOSE:	To authorize the distribution of the assets of Bioscript Inc. to Morpho Canada Inc.
TO BE EXECUTED BY:	Any one director or officer of Bioscript Inc. and Morpho Canada Inc.
EXECUTION INSTRUCTIONS:	One original required Please leave undated when signed Counterpart signatures permitted
SEND PDF COPIES TO:	nancy.hamzo@bakermckenzie.com bonnie.tsui@bakermckenzie.com debbie.alexander@bakermckenzie.com
RETURN ORIGINALS BY COURIER TO:	Debbie Alexander Baker & McKenzie LLP 181 Bay Street, Suite 2100 Toronto, ON M5J 2T3 Tel: 1-416-865-6938
OPEN ITEMS:	N/A
REQUIRED ACCOMPANYING DOCUMENTS:	N/A

THIS PAGE DOES NOT FORM PART OF THE DOCUMENT

GENERAL CONVEYANCE AGREEMENT

This CONVEYANCE AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2018 by and between **Bioscrypt Inc.**, a corporation amalgamated under the federal laws of Canada (the "Corporation") and **Morpho Canada Inc.**, a corporation amalgamated under the federal laws of Canada (the "Shareholder").

WHEREAS by special resolution of the Shareholder of the Corporation dated as of the ____ day of _____, 2018, the sole director of the Corporation was authorized to cause the Corporation to distribute its property and discharge its liabilities and thereafter to send articles of dissolution to the Director under the *Canada Business Corporations Act*;

AND WHEREAS the Shareholder is the sole shareholder of the Corporation and on the distribution of the property of the Corporation would be entitled to all such property;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, covenants and conditions hereinafter expressed and contained, the parties do hereby mutually covenant and agree with each other as follows:

1. The Corporation, does hereby transfer, assign and distribute unto the Shareholder, its successors and assigns as of the close of business on the 31st day of May, 2018 (the "Effective Date") all of the property and assets of the Corporation whether real or personal and of every nature and kind whatsoever (the "Property"), to have and to hold the Property and all right, title and interest of the Corporation therein and thereto unto and to the use of the Shareholder and its successors and assigns forever.
2. The Shareholder hereby agrees to assume and discharge all liabilities (if any) now owing by the Corporation and all expenses in connection with the dissolution of the Corporation, provided, however, the aggregate liability of the Shareholder hereunder shall be limited to the amount received by the Shareholder upon the distribution of the property and assets of the Corporation.
3. This Agreement shall operate as an actual conveyance, transfer and assignment of the Property as of the Effective Date. The Corporation shall at the request of the Shareholder sign, execute and deliver all documents, transfers, assignments, matters and things which are convenient and necessary or which counsel for the Shareholder may advise for more completely and effectually conveying, assigning and transferring to or vesting the property and assets of the Corporation in the Shareholder and all the right, title and interest of the Corporation therein.
4. The Corporation on behalf of its successors and assigns hereby appoints any officer or director of the Shareholder, with full power of substitution, as its attorney to sign and execute, for and in the name of and on behalf of the Corporation, all deeds, transfers, conveyances and other documents, instruments and assurances necessary or desirable (including without limitation any elections for purposes of the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any relevant taxing legislation) for the purpose of vesting in the Shareholder the property and assets hereby transferred or intended to be transferred and for any other purposes which may arise subsequent to the date hereof. Such appointment, being coupled with an interest, shall not be revoked upon the dissolution of the Corporation, but shall remain in full force and effect for the benefit of the Shareholder.

5. This Agreement shall be governed in accordance with the laws of the Province of Ontario.
6. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

BIOSCRYPT INC.

By: 

Name: Kirsten Schwarz

Title: CFO

MORPHO CANADA INC.

By: 

Name: Kirsten Schwarz

Title: CFO