

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI414043

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	COURT ORDER	
CONVEYING PARTY DATA		
	Name	Execution Date
	CRG Servicing LLC	05/18/2023
RECEIVING PARTY DATA		
Company Name:	Endorecherche Inc.	
Street Address:	2989, Rue De La Promenade	
City:	Québec	
State/Country:	CANADA	
Postal Code:	G1W 2J5	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	14464536	
Application Number:	13602503	
Application Number:	13942977	
Application Number:	11255617	
Application Number:	12221847	
Application Number:	13602602	
Application Number:	13544407	
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:	604-643-5906	
Email:	Van-IPdocketing@mccarthy.ca	
Correspondent Name:	Jeff Sun	
Address Line 1:	c/o McCarthy Tétrault LLP	
Address Line 2:	745 Thurlow Street, Suite 2400	
Address Line 4:	Vancouver, CANADA V6E 0C5	
ATTORNEY DOCKET NUMBER:	217497-574976	
NAME OF SUBMITTER:	Claire McGrath	
SIGNATURE:	Claire McGrath	
DATE SIGNED:	08/07/2024	

PATENT

Total Attachments: 32

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CANADA
 PROVINCE OF QUEBEC
 DISTRICT OF QUÉBEC
 Court no : 200-11-028152-224

SUPERIOR COURT
 (Commercial Division)

Date : May 18, 2023

PRESIDING : THE HONOURABLE
 LISE BERGERON, J.S.C.

In the matter of the *Companies' Creditors
 Arrangement Act*, R.S.C. 1985, c. C-36
 of:

ENDOCEUTICS, INC.
 ENDOCEUTICS PHARMA (MSH) INC.
 ENDOCEUTICS PHARMA (QUÉBEC)
 INC.
 ENDOCEUTICS SA
 ENDOCEUTICS PHARMA (USA) INC.
 Debtors

and

ERNST & YOUNG INC.
 Monitor

and
 ENDORECHERCHE INC.
 MYRIEL PHARMCEUTICALS ULC
 MYRIEL PHARMCEUTICALS, LLC
 THE REGISTRAR OF THE REGISTER OF
 PERSONAL AND MOVABLE REAL
 RIGHTS
 Impleaded Parties

APPROVAL, VESTING AND ASSIGNMENT ORDER

- [1] **ON READING** the Debtors's *Requête pour l'émission d'ordonnances d'approbation et de dévolution et dispositions connexes* dated May 11, 2023 (the "**Application**"), the sworn statement and the exhibits in support thereof, as well as the report (the "**Report**") of Ernst & Young Inc. (the "**Monitor**"), acting as monitor of the Debtors pursuant to the Initial Order dated September 26, 2022 (as amended from time to time, including on October 11, 2022 and March 27, 2023, the "**Initial Order**");
- [2] **CONSIDERING** the notification of the Application to the service list and to the parties to the Assigned Contracts;

- [3] **CONSIDERING** the submissions of counsel present at the hearing on the Application;
- [4] **CONSIDERING** the Order granted by this Court on December 7, 2022, approving, *inter alia*, the conduct of a sale and investment solicitation process (the "**SISP**");
- [5] **GIVEN** the Order granted by this Court on January 18, 2023 (the "**Homologating Order**"), homologating a Settlement Agreement and Transaction entered into between Endorecherche Inc. ("**Endorecherche**") and CRG Servicing LLC ("**CRG**") on January 17, 2023 (the "**Endorecherche Settlement Agreement**") whereby the parties thereto agreed to: (a) include and make available for sale in the SISP the Intrarosa IP (as such term is defined in the Homologating Order), and to (b) provide to Endorecherche a full and final release with respect to all of its obligations under the Deed of Hypothec and Limited Recourse Guarantee dated November 22, 2016 (the "**Limited Recourse Guarantee**"), the Supplemental Deed of Hypothec dated April 25, 2017 (the "**Supplemental Hypothec**") and the Term Loan Agreement between CRG and Endoceutics dated November 22, 2016 (as amended from time to time, the "**Loan Agreement**") upon the closing of the sale or transfer of the Intrarosa IP and Endorecherche's rights in the Intrarosa IP as part of any successful bid in the SISP;
- [6] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act*, RSC 1985, C-36, as amended ("**CCAA**");
- [7] **GIVEN** that it is appropriate to grant an order approving the transactions (the "**Transactions**") contemplated by the Asset Purchase Agreement dated May 12, 2023 (the "**APA**") by and between Endoceutics, Inc. ("**Endoceutics**") and Endorecherche, as vendors (collectively, the "**Vendors**"), and Myriel Pharmaceuticals ULC and Myriel Pharmaceuticals, LLC as purchasers (collectively, the "**Purchaser**"), a copy of which was filed, under seal, as Exhibit R-2 to the Application, and assigning certain contracts to, and vesting in, the Purchaser the assets described in the APA, and further described in **Schedule "A"** hereto, (collectively, the "**Purchased Assets**");

WHEREFORE THE COURT :

- [8] **DECLARES** that, unless otherwise indicated or defined herein, capitalized terms used in this Order (the "**Order**") shall have the meanings ascribed to them in the APA.

NOTIFICATION

- [9] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

[10] **PERMITS** notification of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

[11] **ORDERS** and **DECLARES** that the Transactions are hereby approved, and the execution of the APA by the Vendors is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to by the parties thereto and with the consent of the Monitor.

EXECUTION OF DOCUMENTATION

[12] **AUTHORIZES** the Vendors, the Monitor and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the APA, including the Transition Services Agreement between the Purchaser and Endoceutics dated May 12, 2023, with such non-material alterations, changes, amendments, deletions or additions thereto, as may be agreed to by the parties thereto and with the consent of the Monitor and any other ancillary document which could be required or useful to give full and complete effect thereto and to implement the Transactions.

AUTHORIZATION

[13] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Vendors and the Purchaser to proceed with the Transactions and any other transactions or steps forming part of the Transactions, and that no shareholder, creditor or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

[14] **ORDERS** and **DECLARES** that upon the issuance of a Monitor's certificate substantially in the form appended as **Schedule "B"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, notices of seizure, notices of execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all charges, security interests or charges ordered by the Court in these proceedings, or evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* or any other applicable legislation providing for a security interest in personal or movable property, excluding,

however, the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate, and any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, warrants, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the Shares and/or the share capital of Endoceutics SA, if any, shall be deemed terminated and cancelled.

- [15] **ORDERS** and **DECLARES** that, subject to the provisions hereof, the Transaction, as approved by this Order, shall not affect the rights (if any) of CRA and ARQ pursuant to section 21 of the CCAA, as relates to any and all claims existing prior to the issuance of the Certificate or occurred pursuant to the terms of this Order and/or in connection with the Transactions, provided however that there shall be no compensation or set off between pre filing and post filing claims.
- [16] **ORDERS** and **DECLARES** that upon the issuance of the Certificate, the rights and obligations of the Vendors under the contracts listed on **Schedule "D"** hereto (the "**Assigned Contracts**"), are assigned to the Purchaser, provided that all monetary defaults (the "**Monetary Defaults**") under the Assigned Contracts, other than those arising by reason only of the insolvency of the Vendors, the commencement of these proceedings under the CCAA or the failure to perform non-monetary obligations are remedied, and, for greater certainty, **ORDERS** that any and all defaults (other than Monetary Defaults) of the Vendors or their successors then existing or previously committed by the Vendors or caused by the Vendors, directly or indirectly, or relating to the non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, including any change in ownership or change in control provision, in any Assumed Contract, including as a result of the CCAA Proceedings or the completion of the Transactions, shall be deemed to have been waived, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.
- [17] **ORDERS** and **DIRECTS** that, from and after the date hereof until the date that is sixty (60) days after the Closing, the Purchaser shall be entitled to notify the Vendors from time to time, with a copy to the Monitor, that it seeks the Court-ordered assignment of additional Assigned Contracts (as "**Proposed Additional CCAA Assignment**" and each contract specified therein a "**Proposed Additional CCAA Contract**").
- [18] **ORDERS** that the Monitor shall, within five days of receipt of a notice of a Proposed Additional CCAA Assignment, notify the Purchaser and the Vendors:

- (i) if it approves the Proposed Additional CCAA Assignment, direct the Vendors to send a written notice of the Proposed Additional CCAA Assignment, together with a copy of this Order, to the counterparty (counterparties) to the Proposed Additional CCAA Contract (the "**Notice of Assignment**"); or
- (ii) if it does not approve the Proposed Additional CCAA Assignment, inform the Vendor and the Purchaser in writing of its decision (the "**Monitor's Notice**").

[19]**DECLARES** that:

- (i) if a party to the Proposed Additional CCAA Contract has notified the Monitor of its opposition to the Proposed Additional CCAA Assignment within 15 days of the receipt of the Notice of Assignment; or
- (ii) if the Monitor has issued the Monitor's Notice;

The Monitor, the Vendors or the Purchaser shall be entitled to apply to this Court to seek the assignment of such Proposed Additional CCAA Contract.

[20]**ORDERS** that, if no party to the contract has notified the Monitor of an opposition to the Proposed Additional CCAA Assignment within 15 days of the receipt of the Notice of Assignment, the Proposed Additional CCAA Contract shall be deemed assigned to the Purchaser as an Assigned Contract.

[21]**ORDERS** the Monitor to serve a copy of this Order to every party to the Assigned Contracts.

[22]**ORDERS** and **DIRECTS** the Monitor to issue the Certificate and to file it with the Court as soon as practicable upon the occurrence of the closing of the Transactions.

[23]**AUTHORIZES** the Debtors, upon the issuance of the Certificate, to change their name for a designating number in lieu of a name and to change its address, and that no shareholder approval, if applicable, shall be required in connection therewith.

CANCELLATION OF SECURITY REGISTRATIONS

[24]**ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to reduce the scope of the registrations listed in **Schedule "E"** hereto in connection with the Purchased Assets in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.

[25]**ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to strike the registration listed in **Schedule "F"**.

[26] **ORDERS** that upon the issuance of the Certificate, the Vendors and the Purchaser shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, as may be necessary, from any registration filed against the Vendors, provided that the Vendors or the Purchaser shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Vendors and the Purchaser shall be authorized to take any further steps by way of further application to this Court.

NET PROCEEDS

[27] **ORDERS** that the net proceeds from the sale of the Purchased Assets following the payment of the amounts contemplated by the APA and described in the Report (the "**Net Proceeds**") shall be remitted to the Monitor and shall be distributed in accordance with applicable legislation, the present Order and the Initial Order.

[28] **DECLARES** that the Monitor, upon the issuance of this Order, is authorized to set aside from the Net Proceeds:

- (iii) the amounts necessary to pay the beneficiaries of the Administration Charge (as defined in the Initial Order as *Charge d'administration*), the D&O Charge (as defined in the Initial Order as *Charge A&D*) and the KERP Charge as defined in the Initial Order as *Charge du Plan de rétention*);
- (iv) an amount of \$2,000,000, which shall be subsequently released in accordance with the terms and conditions of the APA to pay the costs associated with the remaining restructuring steps to be accomplished by the Debtors in these CCAA Proceedings.

[29] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price (as defined in the APA) by the Purchaser, all Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

PROTECTION OF PERSONAL INFORMATION

[30] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or any similar provision of any applicable provincial legislation, the Vendors are authorized and permitted, as may be necessary, to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information

and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

VALIDITY OF THE TRANSACTIONS

[31]**ORDERS** that notwithstanding:

- (i) the pendency of these proceedings;
- (ii) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such application; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the APA pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Vendors, the Purchaser or the Monitor.

RELEASES

[32]**ORDERS** that effective upon the issuance of the Certificate, (i) the Debtors, the Impleaded Party Endorecherche Inc., and their present and former directors, officers, employees, legal counsel and advisors (ii) the Purchaser and their respective directors, officers, employees, legal counsel and advisors and (iii) the Monitor and its directors, officers, employees, legal counsel and advisors (the Persons listed in (i), (ii), (iii) and (iv) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, statutory declaration under the Business Corporations Act (Québec) or the Canada Business Corporations Act as permitted pursuant to the terms of this Order, or other occurrence existing or taking place prior to the issuance of the Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions, in respect of the Vendors or its assets, business or affairs, or prior dealings with the Vendors, wherever or however conducted or governed, the administration and/or management

of the Vendors and these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar (i) any claim against a director or an officer that is not permitted to be released pursuant to the CCAA or the BIA and (ii) any liability arising out of the gross negligence or wilful misconduct of the Released Party.

[33] **ORDERS**, for greater certainty, that upon the issuance of the Certificate, Endorecherche is fully release with respect to all of Endorecherche's obligations under the Limited Recourse Guarantee, the Supplemental Hypothec and the Loan Agreement, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any liability arising out of the gross negligence or wilful misconduct of Endorecherche.

LIMITATION OF LIABILITY OF THE MONITOR

[34] **PRAYS ACT** of the Monitor's Report and **APPROVES** the activities of the Monitor up until the date of the present Order in connection with the present restructuring proceedings, including the activities of the Monitor described in its Report.

[35] **DECLARES** that the Monitor has satisfied its obligations pursuant to the CCAA and in compliance with the orders granted by this Court up until the date of the present Order, including the Initial Order.

[36] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.

[37] **DECLARES** that no action lies against the Monitor, including by reason of this Order or the performance of any act authorized by this Order, except for claims arising out of the gross negligence or wilful misconduct of the Monitor, and in any event, all such action may only be commenced with leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

GENERAL

[38] **ORDERS** that APA (Exhibit R-2) be kept confidential and under seal until (a) the closing of the Transactions or (b) further order of this Court.

[39] **ORDERS** that nothing in the present Order affects the rights, if any, of Millicent Pharma Limited ("**Millicent**"), the Debtors, the Impleaded Party, Endorecherche Inc., the Purchaser and their respective affiliates pursuant to s. 32(6) or 36(8) of the CCAA,

which rights, if any, shall be determined at a subsequent hearing. For greater certainty, the rights and claims of Millicent under the following agreements shall not constitute Encumbrances, as such term is defined in paragraph [14] herein:

- (i) the License agreement dated as of February 13, 2017, by and between Debtor, Endoceutics Inc., as licensor, and AMAG Pharmaceuticals as original licensee (and which was assigned by such original licensee to Millicent in 2020 with the agreement of the Debtor, Endoceutics Inc., and of the Impleaded party, Endorecherche Inc.);
- (ii) the Manufacturing and Supply Agreement dated as of April 5, 2017 by and between such parties; and
- (iii) and any other agreements between the Debtors or their affiliates (including the Impleaded Party, Endorecherche Inc.), on the one hand, and Millicent, on the other hand, in respect of the Intrarosa IP.

[40] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

[41] **DECLARES** that the Debtors, the Purchaser or the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America, or elsewhere, for orders which aid and complement the present Order, or in view of executing or recognizing same, including pursuant to Chapter 15 of the U.S. Bankruptcy Code. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Purchaser or the Monitor as may be deemed necessary or appropriate for the purposes of implementing, recognizing or executing the present Order.

[42] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.

[43] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.


 Lise Bergeron, J.S.C.

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUÉBEC
Court no : 200-11-028152-224

SUPERIOR COURT
(Commercial Division)

Date : May 18, 2023

PRESIDING : THE HONOURABLE
LISE BERGERON, J.S.C.

In the matter of the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c. C-36
of:

ENDOCEUTICS, INC.
ENDOCEUTICS PHARMA (MSH) INC.
ENDOCEUTICS PHARMA (QUÉBEC)
INC.
ENDOCEUTICS SA
ENDOCEUTICS PHARMA (USA) INC.
Debtors

and

ERNST & YOUNG INC.
Monitor

and

ENDORECHERCHE INC.
MYRIEL PHARMCEUTICALS ULC
MYRIEL PHARMCEUTICALS, LLC
THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL
RIGHTS
Impleaded Parties

CERTIFICATE OF THE MONITOR

RECITALS:

WHEREAS on September 26, 2022, the Superior Court of Québec (the "**Court**") issued an initial order (as amended from time to time, including on October 11, 2022 and March 27, 2023, the "**Initial Order**") pursuant to which Endoceutics, Inc. Endoceutics Pharma (MSH) Inc., Endoceutics Pharma (Québec) Inc., Endoceutics SA and

Endoceutics Pharma (USA) Inc. (the "**Debtors**") commenced proceedings pursuant to the Companies' Creditors Arrangement Act (Canada) and Ernst & Young Inc. was appointed as monitor of the Debtors (the "**Monitor**");

WHEREAS on May 18, 2023, the Court issued an Approval, Vesting and Assignment Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the purchase and sale and other transactions (the "**Transactions**") contemplated in Asset Purchase Agreement (the "**APA**") by and between Endoceutics, Inc. and Endorecherche Inc. (collectively, the "**Vendors**"), as vendors, and Myriel Pharmaceuticals, LLC and Myriel Pharmaceuticals ULC (collectively, the "**Purchaser**"), as purchasers;

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Monitor once all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE MONITOR DECLARES THAT IT HAS BEEN ADVISED BY THE VENDORS AND THE PURCHASER AS TO THE FOLLOWING:

- (a) the APA has been executed and delivered;
- (b) the Purchase Price (as defined in the APA) payable upon the closing of the Transaction; and
- (c) all conditions to the closing of the Transactions have been satisfied or waived by the parties thereto.

This Certificate was issued by the Monitor at ____ [TIME] on _____ [DATE].

Ernst & Young Inc. in its capacity as monitor to the Debtors, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "A"**DEFINITION OF THE PURCHASED ASSETS**

The purchased assets as defined as:

- a) the Assigned Contracts listed in Schedule C to this Order;
- b) the Endoceutics IP, namely all Intellectual Property Rights and Know-How owned by Endoceutics, including but not limited to the Intellectual Property Rights in and to the assets and to the assets and intellectual property listed in Schedule 5 to the APA and the Know-How related thereto;
- c) the Shares, namely ;and
- d) any other assets, right, undertaking and property of Endoceutics, Inc. related to the foregoing, including the Books and Records related to the foregoing and any income derived therefrom after Closing, excluding (i) the shares of Endoceutics Pharma (MSH) Inc., Endoceutics Pharma (USA) Inc. and Endoceutics Pharma (Québec) Inc. held by Endoceutics, Inc., (ii) any assets, right, undertaking and property of Endoceutics, Inc. relating primarily to the operations and activities of Endoceutics Pharma (MSH) Inc. and (iii) the accounts receivable of Endoceutics, Inc. at Closing and the prepaid amounts or deposits received by or paid by Endoceutics, Inc. prior to Closing and listed in Schedule 12 to the APA.

SCHEDULE "B"

PERMITTED ENCUMBRANCES

None.

SCHEDULE "C"
ASSIGNED CONTRACTS

Filename	Title	Parties	Date
Licence & Supply Agreements Intrarosa Partners			
License Agreement - Theramex	License Agreement	Endoceutics, Inc. Theramex HQ UK Limited	July 16, 2018
Executed supply agreement_Theramex Endoceutics_23.11.18	Manufacturin g and Supply Agreement	Endoceutics, Inc. Theramex HQ UK Limited	November 15, 2018 (as referenced in the Amendment No. 1 as the original agreement does not specify the day but only month (November) and year (2018))
Theramex Endoceutics TQA -FINAL- 13DE2019	Technical Quality Agreement	Endoceutics SA and its affiliates Theramex HQ UK Limited	December 13, 2019
20211209 - Amendment 1 to Supply Agreement - Australia	Amendment No. 1 to the Supply Agreement dated November 15, 2018	Endoceutics, Inc. Theramex HQ UK Limited	December 8, 2021

Filename	Title	Parties	Date
20211209 - Amendment 1 to License Agreement - Australia	Amendment No. 1 to the License Agreement	Endoceutics, Inc. Theramex HQ UK Limited	December 8, 2021
20210308 - Endoceutics - Licensing Distribution Agreement	Licensing and Distribution Agreement	Endoceutics, Inc. Lupin Pharma Canada Ltd.	March 8, 2021
20210308 - Endoceutics - Manufacturing Supply Agreement	manufacturing and Supply Agreement	Endoceutics, Inc. Lupin Pharma Canada Ltd.	March 8, 2021
SQA Lupin August 2021	Standard Quality Agreement	Endoceutics, Inc. Endoceutics (MSH), Inc. Lupin Pharma Canada Ltd Regulatory Solutions Inc.	August 30, 2021
20220222 - Licensing_Distribution_Agreement - First Amendment - promo material and websites	First Amendment	Endoceutics Inc. Lupin Pharma Canada Ltd.	February 22, 2022

Filename	Title	Parties	Date
20180704 - Dexcel - License Agreement	License Agreement	Endoceutics Inc. Dexcel Ltd.	July 4, 2018
20180704 - Dexcel - Manufacturing Supply Agreement	manufacturing and Supply Agreement	Endoceutics Inc. Dexcel Ltd.	July 4, 2018
Labatec - License Agreement	License Agreement	Endoceutics, Inc. Labatec Pharma SA	April 4, 2018
Labatec - Manufacturing & Supply Agreement	manufacturing and Supply Agreement	Endoceutics Inc. Labatec	May 1, 2018
TAQA labatec endoceutics	Technical-Quality-GMP Agreement	Endoceutics, Inc. Labatec Pharma S.A.	May 11 th , 2020
2.2.1.1.6.1 License Agreement_signed version - R.pdf	License Agreement	Endoceutics, Inc. Lee's Pharmaceutical (HK) Limited	February 25, 2019
Lee's - License Agreement_signed version	manufacturing and Supply Agreement (Exhibit 4.6)	Endoceutics, Inc. Lee's Pharmaceutical (HK) Limited	February 25, 2019

Filename	Title	Parties	Date
Endoceutics_License_agreement_23_octobre_2019_amendment_Marketing Holder EC SA	In reference to the L.A.	Endoceutics, Inc. Lee's Pharmaceutical (HK) Limited	October 23, 2019
SQA LEES July2020	Quality Assurance Agreement	Endoceutics, Inc. Lee's Pharmaceutical (HK) Ltd	August 4, 2020
License Agreement - Tecnimede	License Agreement	Endoceutics Inc. Tecnimede Group	May 17, 2018
Manufacturing and Supply Agreement - Tecnimede	manufacturing and Supply Agreement	Endoceutics Inc. Tecnimede - Sociedade Tecnico Medicinal, SA	May 17, 2018
SQA Tecnimede signed 15MA2019	Standard Quality Agreement	Endoceutics, Inc. Tecnimede - Sociedade Tecnico Medicinal, SA	April 16 th , 2019
20210827 - License Agreement Valenta	License Agreement	Endoceutics, Inc. JSC Valenta Pharm	August 27, 2021

Filename	Title	Parties	Date
20210827 - Supply Agreement Valenta	manufacturing and Supply Agreement No. 97/808 (Exhibit 4.6 to the Licensing Agreement of August 27, 2021)	Endoceutics, Inc. JSC Valenta Pharm	August 27, 2021
Endoceutics-Dexcel SQA 180C2020	Standard Quality Agreement	Endoceutics, Inc. Dexcel Pharma Ltd.	October 18, 2020
2018-01-12 Licence Agreement Avia signed	License Agreement	Endoceutics, Inc. Avia Pharma AB	January 12, 2018
2018-01-12 Supply agreement Avia signed	Manufacturing and Supply Agreement	Endoceutics Inc. Avia Pharma AB	January 12, 2018
2020-05-21 - EC & Avia amendment to LA and SA	First Amendment to the License Agreement and to the Supply Agreement	Endoceutics, Inc. Avia Pharma AB	May 21, 2020

Filename	Title	Parties	Date
SQA Avia 23JA2019	Standard Quality Agreement	Endoceutics Pharma (MSH) AVIA Pharma AB	January 23 rd , 2019
Lacer – License Agreement	License Agreement	Endoceutics, Inc. Lacer S.A.	May 10, 2018
Lacer - Manufacturing & Supply Agreement	Manufacturing & Supply Agreement	Endoceutics, Inc. Lacer S.A.	May 10, 2018
LACER SQA May2019	Quality Assurance Agreement	Endoceutics, Inc. Lacer, S.A.	May 14 th , 2019
Endoceutics License and Commercialization Agreement 27Apr2018 EXECUTED (Pending negotiations for termination)	License Agreement	Endoceutics, Inc. Mundipharma International Corporation Ltd	April 27 th , 2018
EC Mundi Amendment No. 1 Endoceutics, Inc. License Agreement (Fully Executed) (Pending negotiations for termination)	Amendment No.1 to the L.A.	Endoceutics, Inc. Mundipharma International Corporation Ltd	November 19 th , 2018

Filename	Title	Parties	Date
Endoceutics Manufacturing and Supply Agreement 27Apr2018 EXECUTED	Manufacturing and Supply Agreement	Endoceutics, Inc. Mundipharma Medical Company	April 27 th , 2018
Mundipharma SQA 2020	Quality Technical Agreement	Mundipharma DC B.V.	March 12 th , 2020
Pharmacovigilance Agreements Intrarosa Partners			
PVA-Avia-DK-IS-FI-NO-SE_v001_Endoceutics PV_copy1	PV Agreement for the Management and the Exchange of Intrarosa Safety Information	Endoceutics, Inc. Interdos Pharma BV AVIA	February 06 th , 2019
Endoceutics AVIA PVA Amendment_05May2023	PV Agreement Amendment and restatement for the Management and the Exchange of Intrarosa Safety Information	Endoceutics, Inc. Interdos Pharma BV AVIA Endoceutics, S.A.	May 05 th , 2023

Filename	Title	Parties	Date
PVA-Dexcel-Israel-Palestine_v002_Endo ceutics PV_copy1	PV Agreement amendment and restatement for the Management and the Exchange of Intraros a Safety Information	Endoceutics, Inc. Dexcel LTD	February 11 th , 2022
PVA-Dexcel-Israel-Palestine_AM- 1_v01_Endoceutics PV_copy1	First Amendment to the Pharmacovigilance Agreement Amendment and Restatement for the Management and the Exchange of Safety Information for Intraros a	Endoceutics, Inc. Dexcel LTD	August 23 rd , 2022
PVA-Ebb Medical-Parallel distribution_Sweden v001_Endoceutics PV_copy1	Agreement on the Exchange of Safety Information for	Endoceutics, Inc. EBB Medical	February 23 rd , 2023

Filename	Title	Parties	Date
	Intraro a		
PVA-Labatec Pharma- Switzerland_v002_Endo ceutics PV_copy1	Pharmacovig ilance Agreem ent Amend ment And Restate ment For The Manage ment And The Exchang e Of Safety Informati on For Intraro a	Endoceutics, Inc. Labatec Pharma S.A.	January 07 th , 2022
PVA-Labatec Pharma- Switzerland_AM- 1_v001_Endoceutics PV_copy1	First Amend ment to the Pharma covigilan ce Agreem ent Amend ment and Restate ment for the Manage ment and the Exchang e of Safety Informati on for	Endoceutics, Inc. Labatec Pharma S.A.	June 10 th , 2022

Filename	Title	Parties	Date
	Intrarós a		
PVA-Lacer-Spain_v001_Endoceutics PV_copy1 (Pending negotiations for Amendment)	Pharmacovigilance Agreement for the Management and the Exchange of Intraros a	Endoceutics, Inc. Interdos Lacer	March 12 th , 2019
PVA-Lee's-Hong Kong-Macau_v002_Endoceutics PV_copy1	Pharmacovigilance Agreement Amendment and Restatement for the Management and the Exchange of Safety Information for Intraros a	Endoceutics, Inc. Lee's Pharmaceuticals (HK) Ltd	September 14 th , 2021
PVA-Lee's-Hong Kong-Macau_AM-1_v001_Endoceutics PV_copy1	First Amendment to the Pharmacovigilance Agreement Amend	Endoceutics, Inc. Lee's Pharmaceuticals (HK) Ltd	June 10 th , 2022

Filename	Title	Parties	Date
	ment and Restate ment for the Manage ment and the Exchang e of Safety Informati on for Intraros a		
PVA-Lee's- Taiwan_v001_Endoce utics PV_copy1	Pharmacovig ilance Agreem ent for the Manage ment and the Exchang e of Safety Informati on for Intraros a	Endoceutics, Inc. Lee's Pharmace uticals Taiwan Ltd	February 17 th , 2022
PVA-Lee's- Taiwan_v001_Endoce utics PV_copy1	First Amend ment to the Pharma covigilan ce Agreem ent for the Manage ment and the Exchang e of Safety Informati on for	Endoceutics, Inc. Lee's Pharmace uticals Taiwan Ltd	June 10 th , 2022

Filename	Title	Parties	Date
	Intraro a		
PVA-Lee's-Hong Kong- Chinese_v001_Endoc eutics PV_copy1	Pharmacovig ilance Agreem ent for the Manage ment and the Exchang e of Safety Informati on, from the Clinical Trial No. Int-ZK- 2021 Perform ed in China with Intraro a	Endoceutics, Inc. Lee's Pharmace utical Holdings Limited	September 14 th , 2021
PVA-Lee's-Chinese_AM- 1_v01_Endoceutics PV_copy1	First Amend ment to the Pharma covigilan ce Agreem ent for the Manage ment and the Exchang e of Safety Informati on, from the Clinical	Endoceutics, Inc. Lee's Pharmace utical Holdings Limited	August 11 th , 2022

Filename	Title	Parties	Date
	Trial No. INT-ZK-2021 Perform ed in China with Intraros a		
PVA-Lupin-Canada_v1_Endoceutics PV_copy1	Pharmacovigilance Agreement for the Management and the Exchange of Safety Information for Intraros a	Endoceutics, Inc. Lupin Pharma Canada Ltd	May 25 th , 2022
PVA-Mundipharma-MiddleEst-Africa_v002_Endoceutics PV_copy1 (Pending negotiations for termination)	Pharmacovigilance Agreement Amendment and Restatement for the Management and the Exchange of Safety Information for Intraros a	Endoceutics, inc. Mundipharma International Corporation Ltd	October 20 th , 2021

Filename	Title	Parties	Date
PVA-Mundipharma- MiddleEast- Africa_AM- 1_v01_Endoceans PV_copy1 (Pending negotiations for termination)	First Amend ment to the Pharma covigilan ce Agreem ent Amend ment and Restate ment for the Manage ment and the Exchang e of Safety Informati on for Intraros a	Endoceans, inc. Mundipharma Internation al Corporatio n Ltd	July 07 th , 2022
PVA-Tecnimed- Portugal_V001_Endoc eutsics PV_copy1 (Pending negotiations for Amendment)	Pharmacovig ilance Agreem ent for the Manage ment and the Exchang e of Intraros a Safety Informati on	Endoceans, Inc. Interdos Pharma BV Tecnimede S.A.	April 26 th , 2019
THERAMEX - Interdos - Endoceans PV agreement – Final (Pending negotiations for Amendment)	Pharmacovig ilance Agreem ent for the Manage ment and the Exchang e of	Endoceans Ltd (MAH) Interdos Pharma BV Theramex HQ UK Ltd	February 28 th , 2019

Filename	Title	Parties	Date
	Intraras a Safety Informati on		
Pharmacovigilance Suppliers of Endoceutics			
Bioclinica- EC_Software_Service _Agreement_30Aug20 13	Software License and Services Agreem ent	Bioclinica, Inc. Endoceutics, Inc.	August 30 th , 2013
Endoceutics_AM_1 to SLSA_21Dec2020	1 st Amend ment to the Softwar e License and Services Agreem ent	Bioclinica, Inc. Endoceutics, Inc.	December 21 st , 2020
Endo-Bioclinica_Work Order_signed.pdf	Work Order / Bioclinic a Project Code: 1001931 3	Endoceutics, Inc. Synowled ge, LLC	December 30, 2020
CO-01_06May2021	Change Order #1 Work Order #100193 13	Endoceutics, Inc. Synowled ge, LLC	May 06 th , 2021
CO-02_12Jul2021	Change Order #2	Endoceutics, Inc. Synowled ge, LLC	July 12 th , 2021

Filename	Title	Parties	Date
	Work Order #100193 13		
CO-03_28Sept2021	Change Order #3 Work Order #100193 13	Endoceutics, Inc. Synowled ge, LLC	September 28 th , 2021
CO-04_04Feb2022	Change Order #4 Work Order #100193 13	Endoceutics, Inc. Synowled ge, LLC	February 04 th , 2022
CO-05_05Apr2023	Change Order #5 Work Order #100193 13	Endoceutics, Inc. Qinecsa Solutions, LLC	April 05 th , 2023
2022-09- 09_Qinecsa_Entity change_AM	Letter of amendm ent	Endoceutics, Inc. Qinecsa Solutions, LLC	September 09 th , 2022
PVA- BasicPharma_v002_E ndoceutics PV_copy1	PV Agreem ent Amend ment and restatem ent for the Manage ment and the Exchang	Basic Pharma Manufactu ring B.V. Interdos Pharma B.V. Endoceutics S.A.	November 17 th , 2021

Filename	Title	Parties	Date
	e of Intraros a Safety Informati on	Endoceutics Inc.	
2021-04- 16_Agreement_Docu ment_131753	Letter of Agreem ent	Endoceutics, Inc. FLINN	03 rd June, 2021
2021-05-28_Letter of Appointment_FLINN as DPO	Mandate for Data Protecti on Officer Services	Endoceutics, Inc. FLINN	28 th May, 2021
20180410 - IQVIA Drug utilization study proposal signed	Drug Utilizatio n of Intraros a in EU Countrie s	Endoceutics, Inc. IQVIA AG	February 28 th , 2018
Amendment_01_Signature _Pages	First Amend ment to Proposa l of 20.02.20 18	Endoceutics, Inc. IQVIA AG	May 05 th , 2021
Amendment_02_Signature _Pages	Second Amend ment to Proposa l of 20.02.20 18	Endoceutics, Inc. IQVIA AG	July 23 th , 2021

SCHEDULE "D"**SECURITY AND REGISTRATIONS**

1. Conventional hypothec without delivery granted by Endoceutics Inc. to CRG Servicing LLC in the amount of \$170 000 000 plus interest at rate of 25% per annum, published at the Register of Personal and Moveable Real Rights (the "RPMRR") on November 23, 2016, under number 16-1145461-0001.
2. Conventional hypothec with delivery granted by Endoceutics Inc. to HSBC Bank Canada on the account bearing the number 171-071131-001, and all titles, documents, documents, records, certificates and receipts evidencing them or relating thereto, in the amount of \$60 000 plus interest at rate of 25% *per annum*, published at the RPMRR on March 11, 2021, under number 21-0225340-0001.
3. Conventional hypothec without delivery granted by Endoceutics Pharma (Québec) Inc. to CRG Servicing LLC in the amount of \$170 000 000 plus interest at rate of 25% per annum, published at the RPMRR on November 23, 2017 under number 17-1241035-0001.

SCHEDULE "F"**SECURITY AND REGISTRATIONS (ENDORECHERCHE)**

1. Conventional hypothec without delivery granted by Endorecherche Inc. to CRG Servicing LLC in the amount of \$170 000 000 plus interest at rate of 25% per annum, published at the RPMRR on November 23, 2016, under number 16-1145461-0002.
2. Conventional hypothec without delivery granted by Endorecherche Inc. to CRG Servicing LLC in the amount of \$170 000 000 plus interest at rate of 25% per annum, published at the RPMRR on April 27, 2017, under number 17-0392551-0001.