PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3288618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PRIMUS PHARMACEUTICALS, INC.	03/26/2015

RECEIVING PARTY DATA

Name:	NOVUM PHARMA, LLC
Street Address:	640 N. LASALLE ST., SUITE 670
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60654

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5703060

CORRESPONDENCE DATA

Fax Number: (214)932-6499

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: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2069005-0001
NAME OF SUBMITTER:	NAM H. HUYNH
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	03/30/2015

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is effective this 26th day of March, 2015 (the "Effective Date"), from Primus Pharmaceuticals, Inc., a Delaware corporation, having an address of 7373 N. Scottsdale Road, Suite B-200, Scottsdale, Arizona ("Assignor"), to Novum Pharma, LLC, a Delaware limited liability company, having an address of 640 N. LaSalle, Suite 670, Chicago, Illinois ("Assignee"). Assignor and Assignee may also be referred to individually as a "Party" or collectively as the "Parties." Terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (defined below).

WHEREAS, under the terms of that certain purchase agreement by and between Assignor and Assignee, dated March 26, 2015 (the "Purchase Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain trademarks, patents, and domain names of Assignor specifically related to the Products or the Acquired Assets (each of the foregoing terms are defined in the Purchase Agreement and referenced throughout this Assignment), and has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership with appropriate governmental or other authorities including, but not limited to, the US Patent and Trademark Office ("USPTO") and domain name registrar companies.

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Trademark Assignment:

A. Assignor, as of the Effective Date above, hereby sells, assigns, conveys, and transfers to Assignee, free and clear of all Encumbrances, all of its rights, title, and interest in, the trademarks, service marks, trade dress, logos, slogans, brand names, trade names and corporate names specifically related to the Products or the Acquired Assets, whether registered or unregistered, and the goodwill associated therewith, together with any registrations and applications for registration thereof, to the extent such assets, properties and right exist as of the Effective Date, including all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing (collectively, the "Trademarks" as listed in Schedule A).

B. Assignee accepts, as of the Effective Date, all of Assignor's right, title, and interest in the Trademarks, together with the goodwill associated with the Products and Acquired Assets, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

2. Domain Name Assignment:

A. Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, free and clear of all Encumbrances, and Assignee hereby accepts, all right, title, and interest of Assignor in, to, and under the domain names (the "Domain Names") listed in Schedule A, including all associated IP addresses and email addresses, together with the goodwill associated with the Products and Acquired Assets in connection with which the Domain Names are used, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, conveyance, transfer, and assignment had not been made.

B. Assignor shall release and transfer possession and control of the Domain Names to Assignee by initiating all appropriate and necessary transfer actions and processes with Assignor's current registrar and perform, follow or cooperate with Assignee on all procedures and actions specified by the registrar, and complete any documents or forms that may be required by the registrar, including, as necessary, executing documents or forms in the presence of an authorized notary public and delivering such documents or forms properly executed to the registrars, with copies to Assignee.

3. Patent Assignment:

A. Assignor, as of the Effective Date, hereby irrevocably sells, assigns, conveys, delivers, transfers, and sets over to Assignee, free and clear of all Encumbrances, all of its rights, title, and interest in and to the issued patent listed on Schedule A to this Assignment, including all reissues, divisions, continuations, continuations-in-part, and extensions thereof (the "Patents"), and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, and future infringements, damage, or injury, for Assignee's use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter.

B. Assignor agrees to, at the request of Assignee and at Assignee's expense, execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Patents, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

4. Assignor agrees to, at the request of Assignee and at Assignee's expense, execute and deliver any further documents and legal instruments as may be necessary by any jurisdiction or foreign governmental entity, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title, and interest in and to the Trademarks, Domain Names, and Patents, throughout the world, including without limitation, executing and delivering any and all powers of attorney, applications, assignments, declarations, and affidavits.

5. Assignor further covenants with Assignee that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed in the Trademarks, Domain Names, and Patents have been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the Assignor.

6. In the event that any provision of this Assignment is held to be unenforceable under applicable law, all remaining provisions and rights granted by this Assignment will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

7. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. The Assignor, by its execution of this Assignment, and the Assignee by its acceptance of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of either party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment, and such representations and warranties, rights, remedies and obligations contained in the Purchase Agreement shall survive the execution and delivery of this Assignment and remain in full force and effect subject to the terms of the Purchase Agreement.

8. In the event that any provision of this Assignment is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

9. This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the Parties and their respective successors and assigns; provided, that this provision shall not be construed to permit any assignment prohibited by the Purchase Agreement.

10. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

11. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Handwritten signatures to this Assignment transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

[Signature Page Below]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first indicated above.

Assignor:
PRIMUS PHARMACEUTICALS, INC.

By: James D. Weir
Name: James D. Weir
Title: President & Chief Executive Officer

Date: 3/20/15

Assignee:
NOVUM PHARMA, LLC

By: _____
Name: Gavin N. Toepke
Title: Chief Strategy and M&A Officer

Date: _____

On this 20th day of March, 2015, personally appeared before me James D Weir known to me to be the President + CEO of Primus Pharmaceuticals, Inc., who acknowledged that he signed this instrument as a free act on behalf of Primus Pharmaceuticals, Inc.

Notary Public: Lisa R Samartgedes

OFFICIAL SEAL
LISA R. SAMARTGEDES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 17, 2016

On this _____ day of _____, 2015, personally appeared before me _____, known to me to be the _____ of Novum Pharma, LLC, who acknowledged that he signed this instrument as a free act on behalf of Novum Pharma, LLC.

Notary Public: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first indicated above.

Assignor:
PRIMUS PHARMACEUTICALS, INC.

By: _____
Name: James D. Weir
Title: President & Chief Executive Officer

Date: _____

Assignee:
NOVUM PHARMA, LLC

By: _____
Name: Gavin N. Toepke
Title: Chief Strategy and M&A Officer

Date: 3-23-15

On this _____ day of _____, 2015, personally appeared before me _____, known to me to be the _____ of Primus Pharmaceuticals, Inc., who acknowledged that he signed this instrument as a free act on behalf of Primus Pharmaceuticals, Inc.

Notary Public: _____

On this 23 day of March, 2015, personally appeared before me Gavin N. Toepke, known to me to be the Chief Strategy & M&A of Novum Pharma, LLC, who acknowledged that he signed this instrument as a free act on behalf of Novum Pharma, LLC.

"OFFICIAL SEAL"
SANTOS RUIZ
Notary Public, State of Illinois
My Commission Expires April 10, 2016
Commission No. 245036

Notary Public: _____

Signature Page to IP Assignment

IP ASSIGNMENT SCHEDULE A

Patents

	Description	Number	Date
Patent	Uses of aloe products in the prevention and treatment of infections and infestations	5,703,060	December 30,1997

Trademarks

Mark	Registration #	Registration Date	USPTO Owner of Record
ALCORTIN	3,012,076	November 1, 2005	Primus Pharmaceuticals, Inc.
ALCORTIN A	4,015,701	August 23, 2011	Primus Pharmaceuticals, Inc.
ALOQUIN	3,856,118	October 5, 2010	Primus Pharmaceuticals, Inc.
NOVACORT	3,165,927	October 31, 2006	Primus Pharmaceuticals, Inc.

Non-registered Trademarks (common law rights)

Mark: Biopeptide Aloe Complex (first use: June 2004)

Domain Names

Domain	Expires on	Registrant	Registrar
alcortin-a.com	Jan. 15, 2017	Primus Pharmaceuticals, Inc.	GoDaddy
alcortin.com	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy
alcortin.net	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy
alcortina.com	Jan. 15, 2017	Primus Pharmaceuticals, Inc.	GoDaddy
aloquin.com	Jan. 15, 2017	Primus Pharmaceuticals, Inc.	GoDaddy
aloquin.net	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	
aloquin.org	December 12, 2015	Primus Pharmaceuticals	GoDaddy
myalcortina.com	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy
myaloquin.com	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy
mynovacort.com	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy
novacort.com	Jan. 15, 2017	Primus Pharmaceuticals, Inc.	GoDaddy
novacort.net	Jan. 15, 2016	Primus Pharmaceuticals, Inc.	GoDaddy