

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342677

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MUTUAL PHARMACEUTICAL COMPANY, INC. | | 05/21/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TRIBUTE PHARMACEUTICALS INTERNATIONAL INC. | | |
| Street Address: | 151 STEELES AVE E. | | |
| City: | MILTON | | |
| State/Country: | CANADA | | |
| Postal Code: | L9T1Y1 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3729598 | FIBRICOR | |
| 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: | christina.duenas@dlapiper.com | | |
| Correspondent Name: | Christina Dueñas for Lisa A. Haile | | |
| Address Line 1: | 401 B Street | | |
| Address Line 4: | San Diego, CALIFORNIA 92116 | | |
| ATTORNEY DOCKET NUMBER: | 392293-000001 | | |
| NAME OF SUBMITTER: | Christina Dueñas | | |
| SIGNATURE: | /cd/ | | |
| DATE SIGNED: | 05/28/2015 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 3729598

INTELLECTUAL PROPERTY ASSIGNMENT

THIS AGREEMENT is entered into effective as of May 21, 2015 (the "Effective Date") BETWEEN MUTUAL PHARMACEUTICAL COMPANY, INC. ("Assignor") AND TRIBUTE PHARMACEUTICALS INTERNATIONAL INC. ("Assignee").

WHEREAS, Assignor owns all rights, title and interest in the patents listed in attached Schedule A (the "Patents");

AND WHEREAS, Assignor owns all right, title and interest in the trademark listed in Schedule B (the "Trademarks");

AND WHEREAS Assignor and Assignee are parties to as asset purchase agreement dated as of the date hereof (the "APA") and pursuant to the APA the Assignor and the Assignee have agreed to enter into this Assignment.

The parties agree as follows:

1. For good and valuable consideration paid to it by Assignee, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby sells, assigns, transfer and conveys as of the Effective Date to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Patents and the inventions disclosed in the Patents, worldwide, including all re-examinations, reissues, continuations, extensions and divisions, and all income, royalties, damages, profits and payments now or hereafter due or payable with respect thereto, and to all causes of action and the right to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the rights and interest assigned under this Agreement, such right, title and interest to be held and enjoyed by Assignee, its successors and assigns for their use and benefit worldwide, to the full end of the term of the Patents as fully and entirely as same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignee shall have the right to file this Agreement and all such notices and other documents with the relevant Patent Office as are necessary to perfect this assignment, all costs to be borne by Assignee. Assignor agrees to do all lawful and just acts, and to sign or otherwise execute upon Assignee's request, all notices, documents and instruments, which may be necessary or desirable to vest, perfect and maintain the Patents and the inventions therein disclosed in the Assignee, its successors and assigns, worldwide, without further consideration but at the expense of Assignee.

3. For good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks together with all applications and registrations for the marks, the benefit of any use of the marks, all goodwill relating to the marks and all income, royalties, damages, profits and payments now or hereafter due or payable with respect to the marks, and to all causes of action and the right to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the assigned rights and interests.

4. Assignee may file this assignment and all other documents with the relevant trade-marks offices as are necessary to perfect this assignment. Assignor will do all lawful acts and sign all other documents as may be necessary or desirable to perfect and maintain the marks and this assignment, without further consideration but at Assignee's expense.

This Agreement is executed below by an authorized representative of each party.

MUTUAL PHARMACEUTICAL
COMPANY, INC.

TRIBUTE PHARMACEUTICALS
INTERNATIONAL INC.

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Name: _____
[Print Name]

Name: _____
[Print Name]
PRESIDENT & CEO

4. Assignee may file this assignment and all other documents with the relevant trade-marks offices as are necessary to perfect this assignment. Assignor will do all lawful acts and sign all other documents as may be necessary or desirable to perfect and maintain the marks and this assignment, without further consideration but at Assignee's expense.

This Agreement is executed below by an authorized representative of each party.

MUTUAL PHARMACEUTICAL
COMPANY, INC.

TRIBUTE PHARMACEUTICALS
INTERNATIONAL INC.

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Name: Sri Ramani Kalpanasadan
President

Name: _____

SCHEDULE A

Patents

| Description/Title | U.S. Patent Number |
|---|--------------------|
| Method of Use of Fenofibric acid treatment for primary hypercholesterolemia or mixed hyperlipidemia, comprising | 7569612 |
| Method of Use of Fenofibric acid treating a patient in need of treatment for Hypertriglyceridemia | 7741373 |
| Method of Use of Fenofibric acid 1) treatment for an indication involving increased cholesterol and/or lipid levels 2) treatment for mixed Dyslipidemia | 7741374 |
| Method of Use of Fenofibric acid treatment for primary hypercholesterolemia, Hypertriglyceridemia, mixed Dyslipidemia, or mixed hyperlipidemia | 7915247 |

SCHEDULE B

Trademarks

| Country | Trademark | Reg. No. | Reg. Date |
|----------------|------------------|-----------------|--------------------|
| U.S. | Fibricor | 77574728 | September 19, 2008 |