

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bioniche Life Sciences Inc.		05/19/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bioniche Therapeutics Limited		
<b>Street Address:</b>	231 Dundas Street East		
<b>City:</b>	Belleville		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	K8N 1E2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1973453	CYSTISTAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(519)571-5044		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	519-575-7544		
<b>Email:</b>	michael.bean@gowlings.com		
<b>Correspondent Name:</b>	D. Michael Bean		
<b>Address Line 1:</b>	50 Queen Street North		
<b>Address Line 2:</b>	Suite 1020		
<b>Address Line 4:</b>	Kitchener, ONTARIO N2H 6M2		
<b>ATTORNEY DOCKET NUMBER:</b>	K0537623		
<b>NAME OF SUBMITTER:</b>	D. Michael Bean		
<b>Signature:</b>	/Michael Bean/		
<b>Date:</b>	11/21/2006		

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Total Attachments: 4

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of MAY 19, 2006 ("Effective Date") by and between **BIONICHE LIFE SCIENCES INC.**, a Canadian corporation, with its principal office at 231 Dundas Street East, Belleville, Ontario K8N 1E2, Canada ("Assignor"), and **BIONICHE THERAPEUTICS LIMITED**, an Ontario corporation, with its principal office at 231 Dundas Street East, Belleville, Ontario K8N 1E2, Canada ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Purchase Agreement dated May 2, 2006 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations set forth on Schedule A attached hereto, and the trademark applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to

**TRADEMARK**

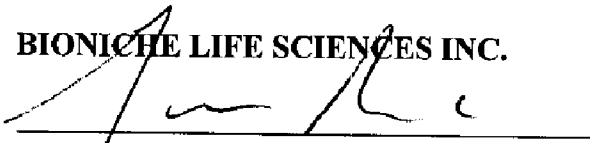
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the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**BIONICHE LIFE SCIENCES INC.**



Name: Graeme McRae

Title: President and CEO

**BIONICHE THERAPEUTICS LIMITED**



Name: Graeme McRae

Title: President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CYSTISTAT	Canada	458939	6/7/1996
CYSTISTAT & Design	Canada	655795	12/23/2005
CYSTISTAT	China	3384877	7/28/2004
CYSTISTAT	Colombia	288907	9/30/2004
CYSTISTAT	European Community	607424	2/9/1999
CYSTISTAT	Israel	162945	1/4/2004
CYSTISTAT	S. Korea	573483	2/4/2004
CYSTISTAT (Korean characters)	S. Korea	609025	2/21/2005
CYSTISTAT	Mexico	842589	7/19/2004
CYSTISTAT	Switzerland	508520	4/8/2003
CYSTISTAT	Taiwan	1053253	8/16/2003
CYSTISTAT	United States	1973453	5/7/1996

**SCHEDULE B**

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>
CYSTISTAT	Brazil	826433278	4/26/2004
CYSTISTAT	Egypt	175591	5/23/2005