

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3088922, Inc.		12/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QLT Inc.		
Street Address:	887 Great Northern Way, Suite 101		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V5T4T5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85110754	EVOLUTE	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	64559-6001.000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$40.00 85110754

NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	02/14/2011
Total Attachments: 3 source=64559-6001.000 - 3088922 Inc. to QLT Inc. Assignment#page1.tif source=64559-6001.000 - 3088922 Inc. to QLT Inc. Assignment#page2.tif source=64559-6001.000 - 3088922 Inc. to QLT Inc. Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of December 15, 2010, by and between 3088922, Inc., a Delaware corporation ("Assignor"), and QLT Inc., a company duly incorporated under the laws of British Columbia ("Assignee").

RECITALS

WHEREAS, the Assignor and the Assignee are parties to an Asset Purchase and Sale Agreement dated as of December 15, 2010 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee, among other things, the entire right, title and interest in and to the trademarks and their corresponding logos, and the trademarks and the pending applications and registrations therefor identified in Schedule A hereto, including all variations, derivations, and combinations thereof, and all registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith (collectively the "Marks").

ASSIGNMENT

1. **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in and to the Marks, and all rights and privileges therein, and in and to any renewals and extensions that may be granted thereon and the goodwill developed through the use of the Marks; and

2. For the same consideration, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment, and hereby grants the attorney of record the power to insert on this Assignment any further identification of the registered trademarks and the pending applications set forth on Schedule A that is necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors, legal representatives and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized representative thereof.

ASSIGNOR:

3088922, INC.

By: Robert Butch
Name: Robert Butchofsky
Title: President

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004477 FRAME: 0817

SCHEDULE A

QLT Ref:	Title	Country	Application Status	Application Number	Filing Date	Registration Number	Grant Date
30018-20500.01	EVOLUTE	USA	Pending	85/110,754	18-Aug-10		
	PPDS	Common law mark; No registrations filed					
	L-PPDS	Common law mark; No registrations filed					
	O-PPDS	Common law mark; No registrations filed					
	B-PPDS	Common law mark; No registrations filed					