

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	General Conveyance of all Property and Assets		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
697937 Alberta Ltd.		10/01/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Paladin Labs Inc.		
Street Address:	6111 ROYALMOUNT AVENUE, SUITE 102		
City:	MONTREAL, QUEBEC,		
State/Country:	CANADA		
Postal Code:	H4P 2T4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2280406	ISOTECHNIKA	
Registration Number:	3509892	ISOTECHNIKA	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175266448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2201.649.---		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esquire		

OP \$65.00 2280406

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
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Signature:	/michael j. bevilacqua/
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Date:	09/13/2012
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Total Attachments: 7

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THIS AGREEMENT is made effective the 1st day of OCTOBER, 2009.

BETWEEN:

697937 ALBERTA LTD., a corporation
governed by the laws of the Province of Alberta
(the "Subsidiary")

- and -

PALADIN LABS INC., a corporation
governed by the laws of the Province of Alberta
(the "Parent")

GENERAL CONVEYANCE

WHEREAS pursuant to a Dissolution Agreement (the "Dissolution Agreement") dated effective OCTOBER 1st, 2009 between the Subsidiary and the Parent, the Subsidiary has agreed to transfer, convey and assign to the Parent all of its right, title and interest in and to its Property and Assets in connection with the dissolution of the Subsidiary as provided in the Dissolution Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto covenant and agree with each other as follows:

1. Defined Terms of Dissolution Agreement

The capitalized terms herein shall have the same meaning as such terms are defined in the Dissolution Agreement.

2. General Conveyance

The Subsidiary hereby transfers, conveys, assigns and delivers unto the Parent, and the Parent hereby acquires and accepts from the Subsidiary, effective as of the Effective Date, all of the Subsidiary's right, title and interest in and to the Property and Assets.

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3. Remedies

The rights and remedies conferred under this Agreement are not intended to be exclusive of any other rights or remedies available to either the Parent or Subsidiary in connection with the breach or failure of any of the covenants, warranties, representations or other obligations of the other party as provided in this Agreement or the Dissolution Agreement, and nothing contained in this Agreement shall be construed in any manner as restricting or derogating from any other such rights or remedies.

4. Conflict

To the extent that there is a conflict between the terms and provisions of this Agreement and the terms and provisions of the Dissolution Agreement, the terms and the provisions of the Dissolution Agreement shall govern.

5. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

7. Execution and Delivery


This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement all as of the day and year first above written.

697937 ALBERTA LTD.

Per:  _____

PALADIN LABS INC.

Per:  _____

THIS AGREEMENT made effective the 15th day of OCTOBER, 2009.

BETWEEN:

697937 ALBERTA LTD., a body corporate
incorporated under the laws of Alberta (the
"Subsidiary")

- and -

PALADIN LABS INC., a body corporate
incorporated under the laws of Alberta (the
"Parent")

DISSOLUTION AGREEMENT

WHEREAS:

- A. The Parent is the sole shareholder of the Subsidiary;
- B. The Subsidiary has, by special resolution, authorized the dissolution of the Subsidiary pursuant to the provisions of Section 211(2.1) of the Business Corporations Act – Alberta, and has authorized the Directors of the Subsidiary to discharge its liabilities and distribute to the Parent all of the property and assets of the Subsidiary effective on OCTOBER 1, 2009 (the "Effective Time"); and
- C. The Parent has agreed to assume and discharge all liabilities, if any, of the Subsidiary and has also agreed to assume all expenses in connection with the proposed dissolution of the Subsidiary;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing and of the covenants, agreements and payments herein set out and provided for, the parties hereto covenant and agree as follows:

1. In connection with the dissolution of the Subsidiary, the Subsidiary hereby covenants and agrees to execute and deliver to and in favour of the Parent all such transfers,

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bills of sale, conveyances, assignments and other documents as may be required to effect the distribution, transfer, assignment and conveyance to the Parent of all of its property and assets of every nature and kind whatsoever (hereinafter referred to as the "Property and Assets").

2. In consideration of the transfer and distribution of the Property and Assets by the Subsidiary to the Parent as herein provided, the Parent hereby covenants and agrees as follows:
 - (a) to assume and discharge all liabilities of the Subsidiary, if any, of whatsoever nature or kind at the Effective Time owing by the Subsidiary to any person (the "Liabilities");
 - (b) to assume and discharge all costs and expenses incurred in connection with the dissolution of the Subsidiary as contemplated in this Dissolution Agreement; and
 - (c) to assume and discharge all costs and expenses, including legal fees on a solicitor and client basis, and all judgments, awards, penalties or settlements now or hereafter arising against the Subsidiary, incurred in connection with or arising as a consequence of any claim, judicial or administrative proceeding now or hereafter arising by or against the Subsidiary (hereinafter referred to as the "Litigation").
3. The Parent covenants and agrees to indemnify and save harmless the Directors of the Subsidiary of and from any and all claims, demands, actions, causes of action or damages for which the said Directors are held to be responsible and arising as a result of or in connection with the dissolution of the Subsidiary as herein contemplated.
4. The parties agree that they intend the Subsidiary to be wound up and the Subsidiary's Property and Assets to be distributed and transferred to the Parent

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pursuant to the provisions of Section 88(1) of the *Income Tax Act* (Canada) (the "ITA"). The Parent shall file the required election with Canada Revenue Agency, Form T2027 in relation thereto, within the time and in the manner as prescribed pursuant to the ITA.

5. The parties agree that the Subsidiary shall not be required to file Articles of Dissolution with the governing Corporate Registries and shall continue its corporate existence for an indefinite period of time for the purposes of completing and facilitating the processing and registration of any transfers, bills of sale, conveyances, assignments or other documents with the appropriate government registry or registries in relation to the transfer of the Property and Assets to the Parent and as may be required and for the purposes of the Litigation, if any, to which the Subsidiary is a party. Save and except as hereinbefore specifically provided, the Subsidiary shall cease to carry on any business or other commercial activity on or before the Effective Time.
6. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta.
7. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
8. The parties agree to make, execute and deliver all other or further documents which may be required in order to complete and perfect the distribution, transfer and conveyance of the Property and Assets by the Subsidiary to the Parent and the assumption of the Liabilities by the Parent in the manner and for the purpose and intent as contemplated by this Agreement.
9. Notwithstanding the date of execution of this Agreement by any one or more of the parties hereto, this Agreement and the distribution, transfer, conveyance and assignment of the Property and Assets by the Subsidiary to the Parent and

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assumption of the Liabilities by the Parent as herein provided, shall be and shall be deemed for all purposes to be effective as at the Effective Time.

IN WITNESS WHEREOF the parties have caused to be executed this Agreement all as at the day and year first above written.

PALADIN LABS INC.

Per: _____



697937 ALBERTA LTD.

Per: _____

