

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Assignees' Security Interest at Reel 4760 and Frame 0287

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital Royalty Partners II L.P.		07/05/2013	LIMITED PARTNERSHIP: DELAWARE
Capital Royalty Partners II (Cayman) L.P.		07/05/2013	LIMITED PARTNERSHIP: CAYMAN ISLANDS
Capital Royalty Partners II - Parallel Fund "A" L.P.		07/05/2013	LIMITED PARTNERSHIP:

**RECEIVING PARTY DATA**

<b>Name:</b>	Paladin Labs Inc.
<b>Street Address:</b>	100 Alexis Nihon Boulevard, Suite 600
<b>City:</b>	St. Laurent, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H4M2P2
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1784722	FOLLTROPIN
Registration Number:	1621995	EQUIMUNE
Registration Number:	1683568	V
Registration Number:	1841147	AMPLIMUNE
Registration Number:	1742693	REGRESSIN
Registration Number:	1781048	VETREPHARM
Registration Number:	1889515	MAP
Registration Number:	1944760	BIONICHE
Registration Number:	2680748	YCD
Registration Number:	4280095	BUTEQUINE

OP \$540.00 1784722

Registration Number:	2849577	VIGRO
Registration Number:	2886646	IMMUNOBOOST
Registration Number:	3176023	COLIMUNE
Registration Number:	3855033	SETTLE
Registration Number:	3150654	EPIC
Registration Number:	3207438	SYNGRO
Serial Number:	76057574	OLIGOMODULATOR
Serial Number:	77868367	OMEGA-FEND
Serial Number:	78486100	CUE-MATE
Serial Number:	85084419	NEXHA
Serial Number:	85480308	SIN SUSTO

**CORRESPONDENCE DATA**

Fax Number: 6175265000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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:	109.149.113 - BIONICHE
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**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:	Michael J. Bevilacqua, Esquire
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Signature:	/michael j. bevilacqua/
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Date:	07/10/2013
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Total Attachments: 4  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Assignment**”), dated as of June 5, 2013 (the “**Closing Date**”), is made by and between Capital Royalty Partners II L.P., Capital Royalty Partners II (Cayman) L.P., Capital Royalty Partners II – Parallel Fund “A” L.P. (collectively the “**Assignors**”), and Paladin Labs Inc. (“**Assignee**”), having a head office located at 100 Alexis Nihon Blvd., Suite 600, St. Laurent, Quebec, H4M2P2, Canada.

### **RECITALS:**

WHEREAS, Assignors and Assignee have entered into that certain Loan Purchase and Sale Agreement dated as of June 5, 2013 (the “**Loan Purchase and Sale Agreement**”) pursuant to which Assignors have agreed to sell, assign, transfer and convey to Assignee all of Assignors’ right, title and interest in and to that certain Loan Agreement dated as of March 16, 2012 between the Assignors and Bioniche Life Sciences Inc. (the “**Loan Agreement**”), and Assignee has agreed to succeed to and acquire all of Assignors’ right, title and interest in and to the Loan Agreement, and to assume all of Assignors’ rights, duties and obligations thereunder.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed by Assignors and Assignee, Assignors and Assignee hereby agree as follows:

1. **Assignment.** As of the Closing Date, Assignors hereby sells, assigns, transfers and conveys to Assignee all of Assignors’ right, title and security interest in and to the Loan Agreement, together with all of Assignors’ rights, duties and obligations thereunder.
2. **Assumption.** As of the Closing Date, Assignee hereby succeeds to and acquires all of Assignors’ right, title and interest in and to, and assumes all of Assignor’s rights, duties and obligations under Loan Agreement, and assumes all of Assignors’ rights, duties and obligations thereunder.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
6. **Loan Purchase and Sale Agreement.** This Assignment shall be subject to all of the terms, provisions and limitations set forth in the Loan Purchase and Sale Agreement.

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

**ASSIGNORS:**

CAPITAL ROYALTY PARTNERS II L.P., a  
Delaware limited partnership

By: CAPITAL ROYALTY PARTNERS II GP  
L.P. a Delaware limited partnership, its General  
Partner

By: CAPITAL ROYALTY PARTNERS II GP  
LLC a Delaware limited liability company, its  
General Partner

By: Charles W. Tate  
Name: Charles Tate  
Title: Sole Member

CAPITAL ROYALTY PARTNERS II –  
PARALLEL FUND “A” L.P., a Delaware limited  
partnership

By: CAPITAL ROYALTY PARTNERS II –  
PARALLEL FUND “A” GP L.P. a Delaware  
limited partnership, its General Partner

By: CAPITAL ROYALTY PARTNERS II –  
PARALLEL FUND “A” GP LLC a Delaware  
limited liability company, its General Partner

By: Charles W. Tate  
Name: Charles Tate  
Title: Sole Member

CAPITAL ROYALTY PARTNERS II (CAYMAN) L.P.,  
by its general partners,

CAPITAL ROYALTY PARTNERS II (CAYMAN) GP, L.P.  
a Delaware limited partnership

By: CAPITAL ROYALTY PARTNERS II GP LLC  
a Delaware limited liability company, its General Partner

By: Charles W. Tate

Name: Charles Tate  
Title: Sole Member

WITNESS: C. Mullins  
Name: Crystal Mullins

CAPITAL ROYALTY PARTNERS II (CAYMAN) GP, LTD.  
a Cayman Islands exempted limited company

By: Charles W. Tate

Name: Charles Tate  
Title: Director

WITNESS: C. Mullins  
Name: Crystal Mullins

#### DECLARATION OF EXECUTION

I, Crystal Mullins, whose full post office address  
is: 1000 Main Street, Ste. 2500, Houston, TX 77002

hereby declare, that I was personally present and did see Charles Tate, who is personally known  
to me, duly sign and execute the above ASSIGNMENT AND ASSUMPTION AGREEMENT on  
behalf of the Assignors CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY  
PARTNERS II (CAYMAN) L.P and CAPITAL ROYALTY PARTNERS II – PARALLEL  
FUND "A" L.P.

Signature

C. Mullins

**ASSIGNEE**

PALADIN LABS INC.

By:   
Name: SONIRA SAKHIYA  
Title: CFO

Signature Pages to the IP Assignment Agreement