

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bioniche Life Sciences Inc.		07/05/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85797755	OMEGA-FEND
Serial Number:	85655515	ONCOCIDIN
Serial Number:	85110951	PROSTACIDIN

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: 617-526-6448
 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

OP \$90.00 85797755

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
Signature:	/michael j. bevilacqua/
Date:	07/10/2013

Total Attachments: 3
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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

This short-form trademarks security agreement (as amended, supplemented, restated, extended, renewed, or replaced from time to time, this "**Agreement**"), granted by Bioniche Life Sciences Inc. (together with its successors and assigns, the "**Grantor**") to Paladin Labs Inc. (together with their successors and assigns, the "**Lender**"), is made as of July 5, 2013.

WHEREAS the Grantor has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

AND WHEREAS the Grantor entered into security agreement (the "**SA**") dated as of April 4, 2012 pursuant to which the Grantor granted to Capital Royalty Partners II L.P., Capital Royalty Partners II (Cayman) L.P. and Capital Royalty Partners II – Parallel Fund "A" L.P. (collectively, the "**Original Lender**") a security interest in the Pledged Property (as defined in the SA);

AND WHEREAS the Original Lender assigned all of its interest, rights and obligations under the SA to the Lender herein pursuant to loan purchase and sale agreement dated as of June 5, 2013 by and between the Original Lender and the Lender;


AND WHEREAS pursuant to the SA, the Grantor has agreed with the Lender to execute this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender to the extent provided in the SA (the terms and conditions of which are hereby incorporated herein), a security

interest in all of its right, title and interest in, to and under all the trademarks of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office that are listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the SA). Notwithstanding the foregoing, in the event of any conflict between this Agreement and the SA, the SA shall control.

[signature page is next]

BIONICHE LIFE SCIENCES INC.

By: 
Name: Graeme McKae
Title: President + CEO

SCHEDULE OF REGISTERED TRADEMARKS

TRADEMARK APPLICATIONS

Country	Trade-mark	Filing Date	Serial No.
United States	OMEGA-FEND	2012/12/07	85-797,755
United States	ONCOCIDIN	2012/06/19	85/655,515
United States	PLASVET	2012/07/06	85/110,951