

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HLS Therapeutics Inc.		08/11/2015	CORPORATION: CANADA
Heritage Life Sciences (Barbados) Inc.		08/11/2015	CORPORATION: BARBADOS

## RECEIVING PARTY DATA

<b>Name:</b>	OrbiMed Royalty Opportunities II, LP
<b>Street Address:</b>	601 Lexington Avenue, 54th Floor
<b>Internal Address:</b>	c/o OrbiMed Advisors LLC, attn: Tadd Wessel and Chris LiPuma
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	86515140	HLS THERAPEUTICS
<b>Serial Number:</b>	86520042	HERITAGE HLS THERAPEUTICS
<b>Serial Number:</b>	86520178	HERITAGE; HLS THERAPEUTICS
<b>Serial Number:</b>	86694705	HLS THERAPEUTICS

## CORRESPONDENCE DATA

Fax Number: 2026626291

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: (202) 662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington &amp; Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street NW

Address Line 2: Attn: Patent Docketing

Address Line 4: Washington, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	034550.00025
<b>NAME OF SUBMITTER:</b>	Jennifer Augsburger

CH \$115.00 86515140

<b>SIGNATURE:</b>	/jennifer augsburger/
<b>DATE SIGNED:</b>	08/11/2015
<b>Total Attachments: 7</b> source=80. Second Priority Trademark Security Agreement (Executed Version)#page1.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page2.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page3.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page4.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page5.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page6.tif source=80. Second Priority Trademark Security Agreement (Executed Version)#page7.tif	

SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

This SECOND PRIORITY TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2015 (this "Agreement"), is made by HLS THERAPEUTICS INC., a corporation incorporated under the laws of the Province of British Columbia ("HLS Parent") and HERITAGE LIFE SCIENCES (BARBADOS) INC., a corporation incorporated and registered in Barbados ("HLS Barbados"), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Royalty Agreement, dated as of August 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Royalty Agreement"), by and between HLS Barbados, the Purchasers (as defined therein) and the Administrative Agent, HLS Barbados will make certain Royalty Payments (as defined therein) to the Purchasers;

WHEREAS, in connection with the Royalty Agreement, the Grantor and its Affiliates have executed and delivered a Second Priority Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of August 11, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Royalty Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2 Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all

applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue Third Parties for past, present and future Infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against Third Parties for past, present or future Infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Section 3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4 Release of Liens. Upon (i) the Disposition of Trademark Collateral or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 5 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6 Royalty Document. This Agreement is a Royalty Document executed pursuant to the Royalty Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 7 Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8 Intercreditor Agreement. Reference is made to the Intercreditor Agreement, dated as of August 11, 2015, between OrbiMed Royalty Opportunities II, LP, as Priority Lien Agent (as defined therein), and OrbiMed Royalty Opportunities II, LP, as Second Lien Agent (as defined therein) and acknowledged and agreed by HLS Therapeutics, Inc. and certain of its subsidiaries (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Second Lien Agent (as defined in the Intercreditor Agreement) on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 9 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

*h. elect*

HLS THERAPEUTICS INC.

By: \_\_\_\_\_

Name: *Gregory Lubitz*  
Title: *Chief Executive Officer*

HERITAGE LIFE SCIENCES (BARBADOS) INC.

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**HLS THERAPEUTICS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HERITAGE LIFE SCIENCES (BARBADOS) INC.**

By: \_\_\_\_\_  
Name: SHONTELLE N. MURIELL-HINKSON  
Title: ASSISTANT SECRETARY

SCHEDULE I  
to Trademark Security Agreement




Item A. Trademarks

Registered Trademarks



Country                      Trademark                      Registration No.                      Registration Date

None.

Pending Trademark Applications

Owner Name	Country	Trademark	App. No.	App. Date.	Reg. No.	Reg. Date
HLS Therapeutics Inc.	Canada	<b>HLS THERAPEUTICS</b>	1708167	December 19, 2014	N/A	N/A
HLS Therapeutics Inc.	Canada	 HLS Therapeutics	1708168	December 19, 2014	N/A	N/A
HLS Therapeutics Inc.	Canada	 HLS Therapeutics	1732526	June 11, 2015	N/A	N/A
HLS Therapeutics Inc.	United States	<b>HLS THERAPEUTICS</b>	86515140	January 27, 2015	N/A	N/A
HLS Therapeutics Inc.	United States	 HLS Therapeutics	86520042*	January 30, 2015	N/A	N/A



Owner Name	Country	Trademark	App. No.	App. Date.	Reg. No.	Reg. Date
HLS Therapeutics Inc.	United States	 HLS Therapeutics	86520178*	January 30, 2015	N/A	N/A
HLS Therapeutics Inc.	United States	 HLS Therapeutics	86694705	July 16, 2015	N/A	N/A

**\*[NTD: Trademark Applications No. 86520042 and No. 86520178 will be abandoned in November since USPTO has rejected the applications and HLS Therapeutics Inc. will not respond to the outstanding Office Actions from the USPTO- the rejection cannot be overcome].**

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
<b>None.</b>				

Item B. Trademark Licenses

License Agreement dated as of August 11, 2015 between HLS Therapeutics Inc. and Novartis AG in respect of the Licensed IP (as such term is defined under the Canadian Asset Purchase Agreement).

License Agreement dated as of August 11, 2015 between HLS life Sciences (Barbados) Inc. and Novartis AG in respect of the Licensed IP (as such term is defined under the U.S. Asset Purchase Agreement).