

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tripex Pharmaceuticals, LLC		10/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Raptor Pharmaceuticals Inc.		
Street Address:	Suite 100		
Internal Address:	7 Hamilton Landing		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94949		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77638336	AEROQUIN	
Serial Number:	86252856	QUINSAIR	
Serial Number:	86052400	QUINSAIR	
Serial Number:	86052408	ZYLUSO	
CORRESPONDENCE DATA			
Fax Number:	2024347400		
<i>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.</i>			
Phone:	2025853510		
Email:	snweller@mintz.com, jddib@mintz.com		
Correspondent Name:	Susan Neuberger Weller		
Address Line 1:	701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	49048-400		
NAME OF SUBMITTER:	Susan Neuberger Weller		
SIGNATURE:	/Susan Neuberger Weller/		
DATE SIGNED:	11/13/2015		

CH \$115.00 77638336

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is being executed and delivered as of October 2, 2015, by and between Tripex Pharmaceuticals, LLC, a Delaware limited liability company having offices at P.O. Box 230486, Encinitas, CA 92023 (the "Seller") to and for the benefit of Raptor Pharmaceuticals Inc., a Delaware corporation having offices at 7 Hamilton Landing, Suite 100, Novato, CA 94949 (the "Purchaser"). Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

A. The Purchaser, Raptor Pharmaceutical Corp., a Delaware corporation ("Parent"), and the Seller have entered into an Amended and Restated Asset Purchase Agreement, dated as of October 2, 2015 (the "Purchase Agreement"), whereby, upon the terms set forth therein, the Seller has agreed to sell, transfer, convey, assign and deliver the Transferred Trademarks (as defined below) to the Purchaser.

B. The Seller is the owner of all the trademarks and the affiliated trademark applications and/or registrations therefor (including all right, title and interest in and to such trademarks, trademark applications and trademark registrations) included in the Transferred IP (including, without limitation, the trademarks listed on Schedule 1 hereto) (the "Transferred Trademarks").

C. This Assignment is being delivered by the Seller to the Purchaser pursuant to Section 7.5(i) of the Purchase Agreement.

ASSIGNMENT

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, on behalf of itself and its Affiliates, hereby assigns to the Purchaser, free and clear of any Encumbrances (except for Permitted Encumbrances) on the terms and subject to the conditions set forth in the Purchase Agreement, all of (and the entire right, title and interests in and to, including any associated common law rights) the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks; together with rights to receive income, royalties, damages or payments due on or after the date hereof in respect of the Transferred Trademarks, including, without limitation, all claims for damages by reason of past, present, and future infringement or unauthorized use of the Transferred Trademarks, along with the right to sue for past, present and future infringements of the Transferred Trademarks.

2. Notwithstanding anything to the contrary set forth in this Assignment, nothing contained in this Assignment is intended to provide any rights to the Seller, Parent or the Purchaser beyond those rights expressly provided to the Seller, Parent or the Purchaser, respectively, in the Purchase Agreement. Nothing contained in this Assignment is intended to impose any obligations or other Liabilities on Parent, the Purchaser or the Seller beyond those obligations and other Liabilities expressly imposed on Parent, the Purchaser or the Seller, respectively, in the Purchase Agreement. Nothing contained in this Assignment is intended to limit any of the rights or remedies available to Parent and/or the Purchaser under the Purchase Agreement. In the event of any conflict, inconsistency or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall be deemed to govern and control in all circumstances.

3. Notwithstanding anything to the contrary set forth in this Assignment, nothing set forth in this Assignment shall result in or be deemed to constitute an actual or purported assumption by Parent and/or the Purchaser of, or an agreement by Parent and/or the Purchaser to assume or undertake any

responsibility for paying, discharging or otherwise performing, any Liability, including, without limitation, any Liability of the Seller, any Affiliate of the Seller, any Seller Predecessor or any other Person.

4. The Seller hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Transferred Trademarks and title thereto as the property of the Purchaser, its successors, assigns or legal representatives in accordance with the terms of this instrument.

5. This Assignment may be executed in two or more counterparts (including by facsimile or electronic transmission), all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other parties hereto. In the event that any signature to this Assignment is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

6. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered as a sealed instrument by as of the date first written above.

TRIPLEX PHARMACEUTICALS, LLC

By: [Signature]

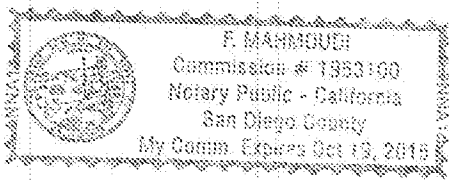
Name: David Burgess

Title: President

State of CA
County of San Diego

Signed before me this 1 day of Oct, 2015

[Signature]
Notary Public



RAPTOR PHARMACEUTICALS INC.

By: _____

Name: _____

Title: _____

Date: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered as a sealed instrument by as of the date first written above.


TRIPLEX PHARMACEUTICALS, LLC

By: _____
Name:
Title:

State of _____)
County of _____)

Signed before me this _____ day of _____, 2015 _____
Notary Public




RAPTOR PHARMACEUTICALS INC.

By: 
Name: Michael R. Smith
Title: CEO
Date: October 2, 2015

SCHEDULE 1
TRANSFERRED TRADEMARKS

Trademark assets

Domain name	Date Created	Expiration Date	Registrant Name / Registrant Organization	Registrar
www.aeroquin.com	10-June- 2011	10-June-2016	Daniel Burgess / Mpex Pharmaceuticals Inc.	CSC Corporate Domains, Inc.

Mark	Country	Appl. No.	Reg. No.	Owner
AEROQUIN	Canada	1440851	1440851	Mpex Pharmaceuticals, Inc.
AEROQUIN	US	77/638336	3,926,167	Mpex Pharmaceuticals, Inc.
ARNEBLIS	EU	012133401	012133401	Mpex Pharmaceuticals, Inc.
	Canada	1673899	n/a	Mpex Pharmaceuticals, Inc.
	EU	12833174	12833174	Mpex Pharmaceuticals, Inc.
	US	86/252,856	n/a	Mpex Pharmaceuticals, Inc.
QUINSAIR	Argentina	3311949	n/a	Mpex Pharmaceuticals, Inc.
QUINSAIR	Brazil	840806272	n/a	Mpex Pharmaceuticals, Inc.
QUINSAIR	Canada	1,642,928	n/a	Mpex Pharmaceuticals, Inc.
QUINSAIR	Chile	1096730	1143125	Mpex Pharmaceuticals, Inc.
QUINSAIR	EU	12133286	12133286	Mpex Pharmaceuticals, Inc.
QUINSAIR	Georgia (WIPO)	1200677	1200677	Mpex Pharmaceuticals, Inc.
QUINSAIR	Russia (WIPO)	1200677	1200677	Mpex Pharmaceuticals, Inc.
QUINSAIR	Ukraine (WIPO)	1200677	1200677	Mpex Pharmaceuticals, Inc.
QUINSAIR	US	86/052,400	n/a	Mpex Pharmaceuticals, Inc.
QUINSAIR	WIPO	1200677	1200677	Mpex Pharmaceuticals, Inc.
TINOSERA	EU	012133369	012133369	Mpex Pharmaceuticals, Inc.
ZOQUINA	EU	011802171	011802171	Mpex Pharmaceuticals, Inc.

Mark	Country	Appl. No.	Reg. No.	Owner
ZYLUSO	Argentina	3311950	n/a	Mpex Pharmaceuticals, Inc.
ZYLUSO	Brazil	840806280	n/a	Mpex Pharmaceuticals, Inc.
ZYLUSO	Canada	1642931	n/a	Mpex Pharmaceuticals, Inc.
ZYLUSO	Chile	1096731	1143126	Mpex Pharmaceuticals, Inc.
ZYLUSO	EU	012133435	012133435	Mpex Pharmaceuticals, Inc.
ZYLUSO	Georgia (WIPO)	1200821	1200821	Mpex Pharmaceuticals, Inc.
ZYLUSO	Russia (WIPO)	1200821	1200821	Mpex Pharmaceuticals, Inc.
ZYLUSO	Ukraine (WIPO)	1200821	1200821	Mpex Pharmaceuticals, Inc.
ZYLUSO	US	86/052408	n/a	Mpex Pharmaceuticals, Inc.
ZYLUSO	WIPO	1200821	1200821	Mpex Pharmaceuticals, Inc.

Licenses

All licenses and sublicenses under the Reversionary Asset Transfer Agreement

All licenses and sublicenses to the Seller of any Aeroquin-Related IP