

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmascience Inc.		03/10/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	AMD MEDICOM INC.		
Street Address:	1200-55th Avenue		
City:	Lachine		
State/Country:	CANADA		
Postal Code:	H8T 3J8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1572861	DURAFLOR	
CORRESPONDENCE DATA			
Fax Number:	9149416091		
<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:	914-941-5668		
Email:	trademark@collenip.com		
Correspondent Name:	Jess M. Collen		
Address Line 1:	80 South Highland Avenue		
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING		
Address Line 4:	Ossining, NEW YORK 10562		
DOMESTIC REPRESENTATIVE			
Name:	Jess M. Collen/Jane F. Collen		
Address Line 1:	80 South Highland Avenue		
Address Line 4:	Ossining, NEW YORK 10562		
NAME OF SUBMITTER:	Jane F. Collen		
SIGNATURE:	/Jane F. Collen/		
DATE SIGNED:	07/25/2016		
Total Attachments: 3			

OP \$40.00 1572861

source=U817_Executed Assignment_160725#page1.tif

source=U817_Executed Assignment_160725#page2.tif

source=U817_Executed Assignment_160725#page3.tif

ASSIGNMENT AGREEMENT

This Assignment Agreement is effective March 10, 2016 (the "Effective Date").

BETWEEN: **PHARMASCIENCE INC.**, a corporation duly constituted under the laws of Canada, whose principal place of business is at 6111 Royalmount Avenue, Suite 100, Montreal, Quebec, H4P 2T4 (hereinafter referred to as the "Assignor");

AND: **AMD MEDICOM INC.**, a corporation duly constituted under the laws of Canada, whose principal place of business is at 1200 – 55th Avenue, Lachine, Quebec, H8T 3J8 (hereinafter referred to as the "Assignee");

(collectively referred to as the "Parties" and each individually referred to as a "Party")

WHEREAS the Assignor is the proprietor of the registered trademark in the United States of America and which is listed in Schedule A attached hereto (hereinafter referred to as the "Trademark");

WHEREAS the Assignor wishes to assign its rights and benefits in the Trademark to the Assignee on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. In consideration of payment by the Assignee of the sum of \$1.00 (receipt of which is acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with full title guarantee, all right, title and interest in the Trademark.
2. This assignment includes all rights and benefits relating to the Trademark including (without limitation) the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorized use of the Trademark whether occurring before, on or after the date of this assignment.
3. The Assignor agrees to sign any documents and to do all other things which the Assignee reasonably considers may be necessary to give effect to this assignment in the United States of America.
4. The Assignor represents and warrants to the Assignee that:

- a. it is the registered proprietor of the registered Trademark in the United States of America and beneficial owner of all rights in the Trademark, free of all undisclosed liens, charges, options, licenses and encumbrances;
 - b. So far as the Assignor is aware, the use of the Trademark in the manner in which it is used by the Assignor (and its permitted users) at the date of this assignment will not infringe any trademark or passing off right of the Assignor or of any other person;
 - c. The registration of the Trademark has not lapsed or been cancelled, and so far as the Assignor is aware nothing has been done or omitted to be done by the Assignor, or any person connected with the Assignor, which could jeopardise the validity or subsistence of the Trademark;
 - d. So far as the Assignor is aware, no third party has infringed the Trademark.
5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada which apply therein, without regards to any conflict of law provisions. Any dispute, disagreement, controversy or claim arising out of or relating to this agreement, shall be exclusively submitted to the courts of the Province of Quebec.
6. This assignment and all documents contemplated by or delivered under or in connection with this agreement may be executed and delivered in any number of counterparts, with the same effect as if the Parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and shall constitute one and the same agreement.
7. This Agreement has been drafted in English at the express request of the parties hereof.
Cette convention a été rédigée en anglais à la demande expresse des parties.

IN WITNESS WHEREOF the parties hereto have executed this Assignment Agreement as of the date first above written.

PHARMASCIENCE INC.

AMD MEDICOM INC.

Per: *Morris Goodman*
Name: MORRIS GOODMAN
Title: CHAIRMAN OF THE BOARD

Per: *Guillaume Lavigne*
Name: GUILLAUME LAVIGNE
Title: C.O.O



SCHEDULE A

TRADEMARK

Trademark	Country	Registration No.	Wares	Class(es)
DURAFLO	United States of America	1,572,861	Sodium fluoride dental preparation	5