

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Origin Biomed Inc.	FORMERLY through Grant Thornton Limited, as Receiver of the Assets	06/24/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Knight Therapeutics Inc.		
Street Address:	376 Victoria Avenue		
Internal Address:	Suite 220		
City:	Westmount		
State/Country:	CANADA		
Postal Code:	H3Z 1C3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77124982	NEURAGEN PN	
Serial Number:	77821356	NEURAGEN	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	11/22/2016		
Total Attachments: 9			
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made at Halifax, Nova Scotia, this ^{24th} day of June, 2015.

BETWEEN:

GRANT THORNTON LIMITED, in its capacity as receiver of the assets, undertaking and property of Origin Biomed Inc.

(the Receiver)

-and-

KNIGHT THERAPEUTICS INC., a corporation existing under the laws of Canada

(the Purchaser)

WHEREAS:

- A. The Receiver was appointed receiver of all of the assets, undertaking and property of Origin Biomed Inc. (the **Debtor**), including the personal property described in **Schedule A** attached to this Bill of Sale, by an Order of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the **Court**) dated April 7, 2015 (the **Receivership Order**), a copy of which has been provided to the Purchaser.
- B. Pursuant to the Receivership Order, the Receiver is empowered to sell, convey, transfer, lease or assign any or all of the property of the Debtor or any part or parts thereof, provided that any single transaction exceeding [REDACTED] is subject to approval by the Court.
- C. The Purchaser gave notice pursuant to section 62 of the *Personal Property Security Act* (Nova Scotia) of the Purchaser's intention to take collateral in satisfaction of the Debtor's obligations to the Purchaser.
- D. By an Order of the Court dated June 4, 2015, (the **Order for Directions**) the Receiver was ordered, authorized and directed to execute any necessary documentation to convey all the right, title and interest in certain property of the Debtor to the Purchaser.


NOW THEREFORE in consideration of the sum of One Dollar (CAD\$1), plus applicable HST, and other good and valuable consideration being the taking of collateral in satisfaction of the Debtor's obligations to the Purchaser, which constitutes payment in full for the personal property described in Schedule "A" to this Bill of Sale (the **Property**), and the mutual covenants and agreements set out in this Bill of Sale, the Receiver and the Purchaser agree as follows:

1. Pursuant to the Receivership Order and the Order for Directions, the Receiver hereby transfers and assigns unto the Purchaser any and all of the Debtor's and Receiver's right, title and interest in and to the Property, free and clear of all security interests (contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (contractual, statutory or otherwise), liens, charges, claims and encumbrances, on an "as is, where is" basis with no representation, warranty or condition, express or implied, subject to Paragraph 2 of this Agreement, as to title, description, fitness for purpose, merchantability, environmental condition, quantity or other conditions or quality thereof, or as to permitted uses or compliance with any laws, or with municipal, provincial or other governmental, administrative, environmental, workplace health and safety, import or export controls or other regulations in respect of or any other matter of thing whatsoever concerning the Property.
2. The Receiver represents and warrants to the Purchaser that (a) the Recitals are true and correct, and the Receiver is entitled to convey the Property; and (b) by virtue of the Order for Directions, no notices of intention to dispose of the Property pursuant to the *Personal Property Security Act* (Nova Scotia) were required to be sent.
3. This Bill of Sale shall enure to the benefit of and be binding against the Purchaser, the Receiver and their respective successors and assigns.
4. The Receiver shall, from time to time, do all such acts and things and execute and deliver, from time to time, all such further documentations and assurances as may be reasonably necessary to carry out and give effect to the terms of this Bill of Sale.
5. This Bill of Sale shall be governed by and interpreted in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein.
6. This Bill of Sale may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures delivered by pdf, facsimile or other electronic means shall be deemed for all purposes to be original counterparts of this Agreement.
7. The Purchaser shall pay for any and all of the fees, costs and expenses associated with any deliveries required hereunder.

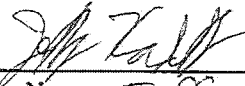
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IN WITNESS WHEREOF the Receiver and the Purchaser have executed this Bill of Sale and Assignment in accordance with their respective rules and regulations.

GRANT THORNTON LIMITED,
in its capacity as receiver of the
assets, undertaking and property
of Origin Biomed Inc.

Per: 
Name: PETER WEIRLAKE
Title: SENIOR VICE PRESIDENT

KNIGHT THERAPEUTICS INC.,

Per: 
Name: Jeffrey Kadanoff
Title: CFO

SCHEDULE "A"

PROPERTY

All the right, title and interest of Origin Biomed Inc. and the Receiver in all the personal property of Origin Biomed Inc., including all intellectual property, including but not limited to all copyrights, patents, trademarks, product registrations, product registration numbers, product licenses, site licenses, domain names and product formulas and all goodwill associated with any of the foregoing, with the exception of the licensed natural health care product known as "Bionica Gel Cream Preparation" and its associated intellectual property rights.

Without limiting the generality of the foregoing, the Property shall include all right, title and interest of Origin Biomed Inc. and the Receiver in and to:

- (i) the patents and patent applications described in Schedule "A1" attached hereto; and
- (ii) the trademarks described in Schedule "A2" attached hereto.

Schedule "A1"
Origin BioMed Inc. (March 31, 2015)

1. Homeopathic Composition and Method for Treatment of Neuropathic Pain Owner: Origin BioMed Inc. Inventors: Alexander MCLELLAN; Priority: United States Application No. 61/115,778, filed November 18, 2008.					
OSLER File Ref.	COUNTRY	APPLICATION NO.	PATENT NO.	FILING DATE	NEXT ACTION(S)/NOTES
PPR20165	United States	61/115,778	N/A	November 18, 2008	Expired.
PPCT20165	International Application	PCT/CA2009/001630 (WO 10/057295)	N/A	November 18, 2009	Expired: International Phase of Application Complete; National Phase Filings Complete.
PCA20165	Canada	2,743,967	N/A	November 18, 2009	Examination was requested on September 9, 2014 -- Awaiting action by the Examiner November 18, 2015: Maintenance Fee Due
PUS20165	United States	13/130,024	N/A	November 18, 2009	June 10, 2015: Response to Final Action due (Extendible to September 10, 2015)

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Schedule "A1"
Origin BioMed Inc. (March 31, 2015)

2. Composition for the Treatment of Neuropathic Pain					
Applicant: Origin BioMed Inc.					
Inventors: Alexander MCLELLAN;					
Priority: United States Application No. 61/300,677,778, filed February 2, 2010.					
OSLER File Ref.	COUNTRY	APPLICATION NO.	PATENT NO.	FILING DATE	NEXT ACTION(S)/NOTES
PPR20692	United States	61/300,677	N/A	February 2, 2010	Expired
PPCT20692	International PCT Application	PCT/CA2011/050057	N/A	February 1, 2011	Expired: International Phase of Application Complete National Phase Filings Complete.
PCA20692	Canada	2,788,493	N/A	February 1, 2011	February 1, 2016: Request for Exam Due February 1, 2016: Maintenance Fee Due
PUS20692	United States	13/576,922	N/A	February 1, 2011	Request for Continued Examination (RCE) and Response filed February 17, 2015 – Awaiting further action by the Examiner

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SCHEDULE "A2"

Applicant	Trademark	Serial No.	Filing Date	Reg No.	Reg Date	Renewal Date	Status	Country	Class File No.
Origin Biomed Inc.	BIONICA	1,205,292	04/Feb/2004	878,374	11/Dec/2008	11-Dec-21	Registered	Canada	1044-116.CA
Origin Biomed Inc.	BIONICA	784,617,665	04/Aug/2004	3,455,217	24/Jun/2009	24-Jun-18	Registered	United States	1044-116.US
Origin Biomed Inc.	CAN-TEA	1,136,025	28/Mar/2002	810,283	13/May/2004	13-May-19	Registered	Canada	1044-107a.CA
Origin Biomed Inc.	HERPESTAT	1,117,795	12/Oct/2001	610,393	14/May/2004	14-May-19	Registered	Canada	1044-107a.CA
Origin Biomed Inc.	MEDPRESS	1,354,521	04/Jul/2007	723,319	10/Sep/2008	10-Sep-23	Registered	Canada	1044-112.CA
Origin Biomed Inc.	NEURAGEL	783,115,552	09/Oct/2003	3,105,557	20/Jun/2008	20-Jun-16	Registered	United States	1044-101.US
Origin Biomed Inc.	NEURAGEL	1,192,080	09/Oct/2003	636,033	23/Mar/2005	23-Mar-20	Registered	Canada	1044-107a.CA
Origin Biomed Inc.	NEURAGEN	1,109,908	23/Jul/2004	636,667	01/Apr/2005	1-Apr-20	Registered	Canada	1044-107a.CA
Origin Biomed Inc.	NEURAGEN	1,516,029	18/Aug/2009	1,316,029	07/May/2010	16-Aug-19	Registered	Australia	1044-109.AU
Origin Biomed Inc.	NEURAGEN	09/362,634	30/Jan/2009	09 3 826 334	30/Jan/2009	30-Jan-19	Registered	France	1044-109.FR
Origin Biomed Inc.	NEURAGEN	2507471	24/Jan/2009	2,507,471	29/May/2009	28-Jan-19	Registered	United Kingdom	1044-109.GB
Origin Biomed Inc.	NEURAGEN	M/2009C0010							
Origin Biomed Inc.	NEURAGEN	38	03/Feb/2009	1357256	14/Oct/2010	3-Feb-18	Registered	Italy	1044-109.IT
Origin Biomed Inc.	NEURAGEN & Chinese	77821,356	07/Sep/2009	3,777,747	20/Apr/2010	20-Apr-28	Registered	United States	1044-109.US
Origin Biomed Inc.	NEURAGEN & Chinese	87407,699	26/Feb/2008	01338767	16/May/2008	16-Nov-16	Registered	Taiwan	1044-108.TW
Origin Biomed Inc.	NEURAGEN & Chinese	301056780	21/Feb/2008	301056780	21/Feb/2008	21-Feb-16	Registered	Hong Kong	1044-109.HK
Origin Biomed Inc.	NEURAGEN & Japanese	2087-20860	08/Mar/2007	5,093,101	10/Aug/2007	10-Aug-17	Registered	Japan	1044-109.JP
Origin Biomed Inc.	NEURAGEN PN	77124,982	07/Mar/2007	3,423,772	08/May/2008	6-May-18	Registered	United States	1044-110.US
Origin Biomed Inc.	NEUROHELP	1,354,519	04/Jul/2007	719,219	24/Jul/2008	24-Jul-23	Registered	Canada	1044-111.CA
Origin Biomed Inc.	ORIGIN BIOMED	1,303,811	04/Jun/2006	734,622	23/Mar/2009	23-Mar-24	Registered	CA TM	1044-108.CA
Origin Biomed Inc.	ORIGIN BIOMED	77050,068	22/Nov/2006	3,380,237	12/Feb/2008	12-Feb-18	Registered	US TM	1044-108.US
Origin Biomed Inc.	SWAY CREAM	1,204,564	29/Jan/2004	650,385	13/Oct/2005	13-Oct-20	Registered	CA TM	1044-107a.CA
Origin Biomed Inc.	RAMP BOX			VA0001740320	20/Jun/2010	Not applicable	Registered	U.S. Copyright Reg.	1044-115.CPY

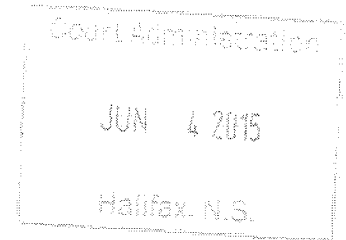
2015

Hfx. No. 437782

SUPREME COURT OF NOVA SCOTIA
In Bankruptcy & Insolvency

BETWEEN:

KNIGHT THERAPEUTICS INC.

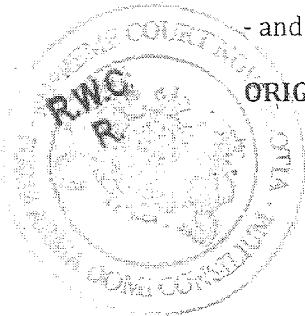


PLAINTIFF

- and -

ORIGIN BIOMED INC.

DEFENDANT



Order for Directions

Before the Honourable Richard W. Cregan, Q.C., Registrar in Bankruptcy

Upon Grant Thornton Limited ("GTL"), the receiver in these proceedings having made motion for an Order providing directions to the receiver pursuant to section 249 of the *Bankruptcy & Insolvency Act* and the Order of this Honourable Court issued April 7, 2015;

An Upon reading the First Report of GTL ("the Receiver's Report"), the Affidavit of Tim Hill, Q.C., and the other materials on file herein;

And Upon hearing from counsel for Knight Therapeutics Inc. ("KTI"), and such other counsel as appeared;

It is ordered that:

SERVICE

1. To the extent necessary any required notice periods with respect to this motion are hereby abridged.
2. Any lack or deficiency in service of this motion is hereby waived and excused.
3. Service on the defendant Origin Biomed Inc. ("Origin") shall be sufficient service for the purposes of this motion.

DIRECTIONS

4. GTL is hereby ordered, authorized and directed to execute any necessary documentation to convey all the right, title and interest in the property of Origin to KTI, with the exception of the property, if any, secured in favour of Toronto-Dominion Bank, and the property secured in favour of Bionica Inc., all as described in the Affidavit of Tim Hill, Q.C. on file herein.
5. The actions of GTL, as summarized in the Receiver's Report, are hereby ratified and confirmed.
6. GTL shall be at liberty to apply for its discharge as receiver at a time convenient to GTL.

Issued June 4, 2015

**IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.**

I hereby certify that the foregoing is a true copy of the original order on file herein.

Dated the 4 day of June
A.D., 20 15


DEPUTY REGISTRAR
GINA DiDIODATO
Deputy Registrar in Bankruptcy


GINA DiDIODATO
Deputy Registrar in Bankruptcy