

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPURE BIOPHARMA INC.		10/22/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	EVOLVE BIOLOGICS INC.		
Street Address:	420 Ambassador Drive		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L5T 2J3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87671420	EVOLVE BIOLOGICS	
Serial Number:	87717949	EVOLVE BIOLOGICS	
Serial Number:	86039785	PLASMACAP	
Serial Number:	86019802	PLASMACAP EBA	
Serial Number:	86019797	PLASMACAP EBA	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, NE		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Evolve 2061695.0052		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	/Carol Fraser//		
DATE SIGNED:	10/23/2019		

OP \$140.00 87671420

Total Attachments: 7

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of October 22, 2019 (the “**Effective Date**”), by EVOLVE BIOLOGICS INC., a corporation formed under the laws of Ontario having an address at 420 Ambassador Drive, Mississauga, Ontario, L5T 2J3 (the “**Purchaser**”) and (2) THERAPURE BIOPHARMA INC., a corporation formed under the laws of Ontario having an address at 2585 Meadowpine Boulevard, Mississauga, Ontario, L5N 8H9 (the “**Seller**”).

WHEREAS:

- 1) The Purchaser and the Seller, among others, have entered into an Asset Purchase Agreement dated as of October 22, 2019 (the “**Asset Purchase Agreement**”). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement;
- 2) Pursuant to the Asset Purchase Agreement, the Seller has conveyed, sold, assigned, and transferred to the Purchaser all rights, title, and interests in and to the Purchased IP; and
- 3) The Purchaser and the Seller wish to confirm the conveyance, sale, assignment, and transfer of the Purchased IP, including the IP Rights listed in Schedule A attached hereto, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Sale, Transfer, Assignment, Delivery and Conveyance.** Upon the terms and subject to the conditions of the Asset Purchase Agreement, the Seller hereby confirms that it has absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to the Purchaser, and the Purchaser has purchased, acquired, and accepted from the Sellers, all of such Seller’s rights, title and interest throughout the world, in, to and under the Purchased IP, including, without limitation, the IP Rights listed in Schedule A.
2. **Counterparts.** This Assignment may be executed in two or more counterparts by original signature or electronic copy thereof, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.
3. **Successors and Assigns.** This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
4. **Further Assurances.** The Seller agrees to execute and deliver, or cause to be executed and delivered, when requested, any other documents reasonably requested by Purchaser in connection therewith, without further consideration to the Seller and at the Seller’s cost, except only that the Purchaser will bear the Sellers’ reasonable costs of any actions taken by the Seller to cooperate with the Purchaser in order to enforce the Purchased IP and that are requested by the Purchaser.
5. **Authorization.** The Seller hereby authorizes the Purchaser or its patent or trademark agents or attorneys to correct errors in this Assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.
6. **Entire Agreement, Precedence.** This Assignment, together with the applicable provisions of the Asset Purchase Agreement and other related agreements, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the

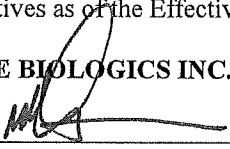
existence of any such agreements and understandings). In the event that any of the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF, the Seller and the Purchaser execute this Assignment by their duly authorized representatives as of the Effective Date.

EVOLVE BIOLOGICS INC.

Per: 
Name: Nick Green
Title: President & CEO

THERAPURE BIOPHARMA INC.

Per: 
Name: David Long
Title: Chief Financial Officer

Schedule A

PURCHASED IP

(I) – IP RIGHTS

PATENTS:

Title	CO	Filing Date	Application #	Issue Date	Patent #
Isolation of Human Plasma or Serum Proteins	AT	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	AU	6/7/2005	2005252296	12/3/2009	2005252296
Isolation of Human Plasma or Serum Proteins	AU	6/7/2005	2009238344	5/31/2012	2009238344
Isolation of Human Plasma or Serum Proteins	AU	6/7/2005	2012202835	6/4/2015	2012202835
Isolation of Human Plasma or Serum Proteins	AU	6/7/2005	2015200328	1/19/2017	2015200328
Isolation of Human Plasma or Serum Proteins	BE	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	BR	6/7/2005	PI0511906-5	Pending	
Isolation of Human Plasma or Serum Proteins	CH	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	CN	6/7/2005	200580018504.5	12/26/2012	ZL200580018504.5
Isolation of Human Plasma or Serum Proteins	CN	38510	201210458088.2	Pending	
Isolation of Human Plasma or Serum Proteins	CZ	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	DE	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	DE	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	DK	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	DK	6/7/2004	PA200400891	Pending	
Isolation of Human Plasma or Serum Proteins	DK	7/5/2004	PA200401062	Pending	
Isolation of Human Plasma or Serum Proteins	EP	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	EP	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	EP	6/7/2005	16190233.3	Pending	
Isolation of Human Plasma or Serum Proteins	ES	6/7/2005	05746285.5	1/8/2014	1765866

Title	CO	Filing Date	Application #	Issue Date	Patent #
Isolation of Human Plasma or Serum Proteins	ES	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	FI	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	FR	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	FR	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	GB	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	GB	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	HK	6/7/2005	17106075.6	Pending	
Isolation of Human Plasma or Serum Proteins	HU	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	IE	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	IN	6/7/2005	7322/DELNP/2006	10/30/2014	263494
Isolation of Human Plasma or Serum Proteins	IT	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	IT	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	NL	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	NL	6/7/2005	10184552.7	9/28/2016	2277912
Isolation of Human Plasma or Serum Proteins	PL	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	PT	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	RO	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	SE	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	SK	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	TR	6/7/2005	05746285.5	1/8/2014	1765866
Isolation of Human Plasma or Serum Proteins	US	4/16/2015	14/688,906	8/30/2016	9,428,545
Isolation of Human Plasma or Serum Proteins	US	7/13/2007	11/570,154	4/18/2017	9,624,260
Isolation of Human Plasma or Serum Proteins	US	3/7/2017	15/451,743	Pending	
Isolation of Human Plasma or Serum Proteins	WO	6/7/2005	PCT/DK2005/000378	Expired	

Title	CO	Filing Date	Application #	Issue Date	Patent #
Method for Purification of Albumin	US	3/16/2017	62/472,007		Expired
Method for Purification of Albumin	WO	3/16/2018	PCT/CA2018/050321		expired
Method for Purification of Albumin	AU	3/16/2018	Not yet assigned		Pending
Method for Purification of Albumin	CA	3/16/2018	Not yet assigned		Pending
Method for Purification of Albumin	CN	3/16/2018	Not yet assigned		Pending
Method for Purification of Albumin	EP	3/16/2018	18766626.8		Pending
Method for Purification of Albumin	JP	3/16/2018	2019-550743		Pending
Method for Purification of Albumin	US	Not Available	16/492,766		Pending

TRADEMARKS:

Title	CO	Filing Date	Application No.	Registration No.	Registration Date
EVOLVE BIOLOGICS	CA	11/3/2017	1,866,274		
EVOLVE BIOLOGICS	EU	12/14/2017	17505942	17505942	11/22/2017
EVOLVE BIOLOGICS	US	12/12/2017	87/671,420		
EVOLVE BIOLOGICS & Design	CA	12/11/2017	1,872,328		
EVOLVE BIOLOGICS & Design	EU	12/14/2017	17595943	17595943	12/14/2017
EVOLVE BIOLOGICS & Design	US	12/12/2017	87/717,949		
PLASMACAP	CA	8/9/2013	1,638,988		
PLASMACAP	CN	12/17/2013	13742703	13742703	4/28/2015
PLASMACAP	EP	8/16/2013	12072518	12072518	1/7/2014
PLASMACAP	JP	12/17/2013	2013-098959	5695882	8/22/2014
PLASMACAP	US	8/16/2013	86/039,785		
PLASMACAP EBA	CA	6/21/2013	1,632,165	1,031,710	6/25/2019
PLASMACAP EBA	US	7/25/2013	86/019,802		
PLASMACAP EBA & Design	CA	6/21/2013	1,632,163	1,025,470	6/17/2019
PLASMACAP EBA & Design	CN	12/17/2013	13742702	13742702	11/14/2016
PLASMACAP EBA & Design	EP	8/13/2013	12061891	12061891	1/7/2014

Title	CO	Filing Date	Application No.	Registration No.	Registration Date
PLASMACAP EBA & Design	JP	12/17/2013	2013-098960	5695883	8/22/2014
PLASMACAP EBA & Design	US	7/25/2013	86/019,797		

DOMAIN NAMES:

ebioinc.co.uk
ebioinc.uk
ebioinc.us
evolve-bio.ca
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