

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERITUS RATIFICATION OF JULY 1, 2011 OWNERSHIP TRANSFER
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERYL J. SQUIRES		11/12/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	MERITUS CORPORATION
Street Address:	8 COPTHALL
City:	ROSEAU VALLEY
State/Country:	DOMINICA
Postal Code:	00152
Entity Type:	Corporation: DOMINICA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3295904	1 DAY COLD SORE TREATMENT
Serial Number:	78718694	ANGEL HOUSE
Serial Number:	77878679	FAST RESULTS
Registration Number:	3478179	MERIX
Registration Number:	2676044	MERIX PHARMACEUTICAL
Registration Number:	3541070	PROGINICIN
Registration Number:	3350105	RELEEV
Registration Number:	3331286	RELEEV 1 DAY COLD SORE TREATMENT
Registration Number:	3350106	SHING-RELEEV
Registration Number:	2125135	VIRACEA
Registration Number:	3350152	VIRACEA
Registration Number:	2946761	VIRAMEDX

CORRESPONDENCE DATA

Fax Number:

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: 847-277-1111

Email: rkannon@cannoniplaw.com

OP \$315.00 3295904

Correspondent Name: MERYL J. SQUIRES
Address Line 1: 18 E. DUNDEE RD., BLDG 3-204
Address Line 4: BARRINGTON, ILLINOIS 60010

NAME OF SUBMITTER: MERYL J. SQUIRES

SIGNATURE: /Meryl J. Squires/

DATE SIGNED: 11/19/2020

Total Attachments: 19

source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page1.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page2.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page3.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page4.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page5.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page6.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page7.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page8.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page9.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page10.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page11.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page12.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page13.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page14.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page15.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page16.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page17.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page18.tif
source=MERITUS CORP - Ratifies July 1, 2011 OWNERSHIP OF PATENTS AND TRADEMARKS#page19.tif

MERITUS CORPORATION

LETTER OF SURRENDER OF SHARES
and DIRECTOR RESIGNATION

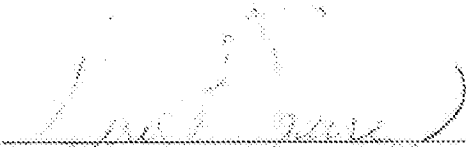
On this 12th day of November, 2014, I, Meryl J. Squires of 2552 Appaloosa Trail, Wellington, Florida 33414, United States of America (hereinafter referred to as "Squires"), in full ratification and implementation of the attached GLOBAL EXPANSION ASSIGNMENT AGREEMENT and the assignments attached as exhibits thereto (hereinafter referred to as the "Global Agreement"), hereby surrender and transfer to Alex James of 12th Street, Canefield 00152, Commonwealth of Dominica, as nominee of Squires, all rights to the 10,000 subscriber shares of Meritus Corporation, a corporation incorporated in the Commonwealth of Dominica, which are currently owned by Squires, to be held by said nominee in escrow and trust for the benefit of Squires' assignees under the Global Agreement until such time as nominee is directed by Squires (or by her executor) to issue said shares in Meritus Corporation to Squires' assignees under the Global Agreement.

In furtherance of said Global Agreement, I, Meryl J. Squires, hereby resign as director and secretary of Meritus Corporation, and resign as attorney-in-fact, and relinquish all power and control over the shares, operations, management, accounts and assets of Meritus Corporation except to the limited extent reasonably required to ensure full compliance by Squires' assignees with the provisions set forth in the said Global Agreement.

It is further understood and requested that the official corporate books and records of Meritus Corporation be promptly amended to reflect the surrender and transfer as of this date, November 12, 2014, of all of Squires' 10,000 subscriber shares in Meritus Corporation to Alex James as nominee, as well as Squires' resignation as director as of this date, and that copies of

the official corporate books and records reflecting said amendments be made available to Squires or her attorneys promptly upon written request therefor.

SIGNED on this 12th day of November, 2014.


Meryl Squires Cannon

Sworn to and Subscribed Before Me
This 12th Day of November, 2014


Notary Public



GLOBAL EXPANSION ASSIGNMENT AGREEMENT

THIS AGREEMENT is between Meritus Corporation ("Meritus"), mailing address at 8 Copthall, Roseau Valley, 00152, Commonwealth of Dominica, and Meryl J. Squires ("Squires"), mailing address at 18 E. Dundee Road, Bldg 3-204, Barrington, Illinois;

WHEREAS, Squires is the inventor and prior owner of certain formulas, compositions, methods, and technologies and know how, existing and under development, relating to antiviral treatments and/or preventions for herpes simplex virus, HIV and other infectious diseases (collectively hereinafter referred to as the "Antiviral Technologies");

WHEREAS, Squires previously owned certain United States Patents and Trademarks and foreign counterparts thereto ("Intellectual Property" or "IP") relating to the Antiviral Technologies;

WHEREAS, Squires formed and incorporated, and retained Eight Hundred Fifty (850) shares (the "Shares") of stock in, Merix Pharmaceutical Corporation ("Merix"), which is a licensee of, and is currently marketing products covered by and utilizing, the IP and related information previously owned by Squires ("Licensed Products");

WHEREAS, Squires desires to create strategic alliances with a party/ies that has/have international business connections and who will assist in global expansion of markets for products utilizing the IP, and for that purpose Squires has assigned her IP and Merix Shares to Meritus (per attached Exhibits 1-3) to facilitate said strategic alliances through potential shared ownership of Meritus;

Whereas, Squires has three daughters Dina, Diann and Dori (collectively "Daughters"), to whom she is desirous of transferring total ownership of Meritus at this time, while it has little or no established value, and before it obtains or develops any appreciable value or readily marketable assets that might otherwise cause such assignment to be interpreted as a taxable gift;


NOW, THEREFORE, in mutual consideration of the covenants contained herein, and in recognition of the years of loyalty, joy and comfort which Daughters have provided and continue to provide to Squires, the sufficiency of which consideration is hereby acknowledged;


1. Squires does hereby assign to each of said three Daughters the entire right, title and interest in and to Thirty Three and One Third per cent (33 1/3 %) of the said Meritus ownership, the same to be owned, held and enjoyed by each of them for their respective individual uses and benefits, and for that of their respective issue, without any lien or ownership claim thereto being retained by Squires except as expressly set forth below (on the condition that the voting and ownership percentage of each shareholder shall not be diluted at any time without the written consent of Squires); provided, solely to assure compliance with all of the terms of this Agreement, the percentage ownership of Meritus assigned to Daughters shall be held by Squires in escrow until otherwise directed by her in her sole discretion;

2. Daughters shall cooperate with and support Squires' efforts to promote and encourage global expansion of the market for Licensed Products, including without limitation allowing their respective ownership and voting shares to be sold or equally diluted (but subject to the required prior written approval of Squires in her sole discretion) in favor of transferring or sharing ownership of Meritus with one or more third parties capable of effecting global expansion; and Daughters shall also support the ongoing business operations of Merix;
3. Subject to the same payment conditions of fiscal responsibility set forth in paragraph 4 below, Meritus shall cause Merix to pay Squires or her nominee periodic payments, on or before April 30 of each year, equal to Twenty Percent (20%) of Merix' EBITDA for the preceding calendar year, until such time as the cumulative combined total of such payments made to Squires is equal to the sum of Twenty Million and No/100 Dollars USD (\$20,000,000); provided, if Merix does not pay said entire amount to Squires within eight years after the date of this Assignment, the payments required above shall automatically become a joint and several obligation to be fulfilled in the same way by both Merix and Meritus within the following four years;
4. Notwithstanding anything to the contrary herein, this Assignment is contingent upon Meritus maintaining in full force and effect that existing license ("License") of Squires' IP to Merix dated June 26, 1999, regardless of Merix' fiscal responsibility ability to remain fully current on its royalty obligations thereunder, but with any unpaid royalties and other payment obligations to be carried as a debt of Merix to be repaid directly to Squires if and when (if ever) it is fiscally able on a commercially reasonable objective basis, and only after all of Merix' normal operating vendors, advertisers, agents and employees (including Squires) have been fully and currently paid; and this Assignment is further contingent upon Squires receiving any and all royalty payments actually made by Merix under said License over the next five years, after which time this Assignment of Meritus Shares shall be automatically and irrevocably vested.
5. During the first eight years of this Agreement, if an offer to acquire some or all of the stock or business assets of Merix is received from a third party for a total-company valuation in excess of Fifteen Million Dollars and at least half the offered amount is placed in escrow for the acquisition, then so long as the entire Twenty Million Dollars (\$20M) referenced above has not been fully paid to Squires, Squires can reacquire the entire ownership of Meritus assigned hereunder by returning to Merix any portion of said funds already paid;
6. Meritus shall make annual distributions, on or before April 30 of each year, to each of its shareholders (including Squires or her nominee) on a pro rata stock ownership basis of a combined total of no less than Twenty Percent (20%) of Meritus' EBITDA for the preceding calendar year (after adding back to EBITDA all payments or consideration of any kind paid by Meritus to any of the other Meritus shareholders (excluding Squires) or their affiliates);

7. Meritus shall not incur any debt, or otherwise encumber or assign or license any of its assets (including but not limited to the IP and Merix Shares), and shall not cause Merix to provide any payments or other consideration to Meritus or its affiliates or other shareholders, without advance written approval of Squires;
8. Squires may grant licenses under the IP to third parties, so long as she assigns any such licenses to Meritus; provided, if and only if the licensee is required to purchase all of its Licensed Products from Merix or another entity owned or controlled by Meritus, Squires may receive a brokers commission of up to a 30% participation in such licenses, and up to 15% of any fee obtained from the licensee and/or a five percent royalty;
9. To ensure continuity of the ongoing business operations of Merix, Squires shall retain her position as CEO and President of Merix for a minimum of five years under her normal compensation structure, and thereafter so long as she desires at the annual salary of Three Hundred Fifty Thousand and No/100 Dollars increased annually by Ten Percent (10%), plus any commissions earned; provided, if Squires elects to stay on as CEO and President of Merix for an additional two years or more, then upon her resignation or retirement for any reason, and so long as she cooperates in training her replacement and remaining reasonably available to respond to related inquiries, Squires shall continue to receive from Merix an annual retirement stipend of Two Hundred Forty Thousand and No/100 Dollars increased annually by Ten Percent (10%) for the rest of her life (which retirement income stream shall be insured by Merix either by funding an interest-bearing escrow deposit, or by purchasing an annuity in that amount from a AAA-rated insurance company);
10. Time is of the essence with respect to each of the payments referenced above; provided, Squires shall temporarily waive and extend the deadline for paying some or all of said payments if reasonably required in order to ensure or encourage the operational cash flow, financial health and liquidity of Merix and/or Meritus; provided, when and if Merix or Meritus is able to make payments that would have otherwise been required in the past, as set forth above, the amounts then due shall be calculated to include interest thereon from the original date of required payment until actually paid, at the rate of six percent (6%) per annum simple interest;
11. Should Merix or Meritus fail (without Squires' approval) to timely comply with their respective obligations under this Agreement, including but not limited to payment requirements referenced above, without Squires' agreement to waive or delay same as referenced in paragraph 10 above, the entire percentage ownership of Meritus which is assigned hereunder shall promptly revert back to Squires.
12. The terms of this Agreement shall control over any inconsistent provisions in the attached Exhibits A-C.
13. This Agreement may not be modified or assigned without the express written consent of Squires.

AGREED TO AND EFFECTIVE as of the first day of July, 2011.

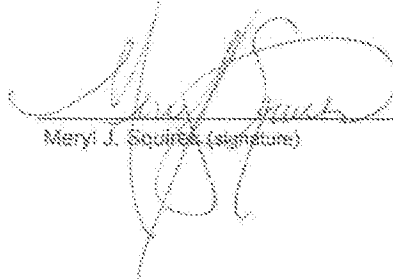

Meryl J. Squires, individually


Meryl J. Squires, as sole owner of Meritus

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

On this 8th day of July, 2011, under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, and that she signed in her individual capacity and as the sole owner of Medtrax.



Meryl J. Squires (signature)

EXHIBIT "1"

ASSIGNMENT OF PATENTS

Whereas, I, Merv J. Sounes of Sarrington, Illinois (hereinafter "Patentee"), did obtain certain United States Patents as are set forth on the attached Exhibit "A"; and whereas, I am now the sole owner of said patents; and

Whereas, Meritus Corporation of the Commonwealth of Dominica (hereinafter "Assignee"), whose mailing address is 8 Copthall, Roseau, Valley, 00152, Commonwealth of Dominica, is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the Patentee, by these presents do sell, assign and transfer unto said Assignee the entire right, title and interest in and to the said Patents aforesaid, along with the rights and subject to the obligations of the existing license thereof to Merix Pharmaceutical Corp. dated June 25, 1996 with all payments actually received from Merix for the next four years to be paid directly to Patentee, the same to be held and enjoyed by the said Assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which said Patents are granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made; provided, Patentee shall retain the right to negotiate and grant a license of the Patents to third parties so long as Patentee assigns any such license to Assignee.

Executed this first day of July, 2011 at Sarrington, Illinois, USA.


Merv J. Sounes (signature)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

On this first day of July, 2011, under penalty of perjury as provided by law pursuant to Section 3-109 of the Illinois Code of Civil Procedure the undersigned certifies that the statements set forth in this instrument are true and correct.



Merv J. Sounes (signature)

EXHIBIT "A"

Merix Pharmaceutical Corp
International Patent List

FILE #	Technology	COUNTRY	APPLICATION #	PATENT #	CONFIDENTIAL	
					ISSUED	STATUS
69391-AL		Albania		918458	12/27/2006	Granted
69391-DZ	HSV	Algeria	990076	7774	6/26/2004	Granted
69391-AR	HSV	Argentina	PD10102774			Published
69391-AP	HSV	ARIPO	AP/P/0501386	AP1350	12/31/2004	Granted
72668-AP	HIV	ARIPO	AP/P/0601861	AP1163		Granted
69391-AU	HSV	Australia	37153-97	716247	3/12/2000	Granted
72668-AU	HIV	Australia	97718/98	727359	3/24/2001	Granted
72668-AT	HIV	Austria	AT980203	980203	4/4/2007	Pending
69391-BB	HSV	Barbados	81/526			Pending
72668-BB	HIV	Barbados	81/582			Pending
69391-BE	HSV	Belgium	97933985	918458	12/27/2006	Granted
72668-BE	HIV	Belgium	BE960200			Pending
72668-BA	HIV	Bosnia	BA999487A			Pending
69391-BR	HSV	Brazil	PI9711086-8			Pending
72668-BG	HIV	Bulgaria	100798			Allowed
69391-BG	HSV	Bulgaria	102884			Pending
69391-CA	HSV	Canada	2253738			Allowed
72668-CA	HIV	Canada	2285394			Pending
69391-CN	HSV	China	97195836.X	ZI.97195836	7/9/2000	Granted
72668-CN	HIV	China	98805498.X			Lapsed
72668-CY	HIV	Cyprus				Granted
69391-CZ	HSV	Czech Republic	PV3594-98	398889	9/21/2005	Granted
72668-CZ	HIV	Czech Republic	PV3368-99	398406	8/16/2007	Granted
69391-DK	HSV	Denmark	37933985	DK/EP/980203	10/9/2006	Granted
72668-DK	HIV	Denmark		980203	4/4/2007	Granted
69391-EE	HSV	Estonia	P199800382	4605	4/17/2006	Granted
69391-EA	HSV	Eurasia	199800893	1339	5/12/2001	Granted
72668-EA	HIV	Eurasia	199800773	2429	4/26/2002	Granted
69391-EP	HSV	Europe	97933985		10/27/2006	Granted
72668-EP	HIV	Europe	98913086.0	980203	4/4/2007	National
69391-FR	HSV	France	97933985	918458	12/27/2006	Granted
72668-FR	HIV	France		980203	4/4/2007	Pending
69391-GE	HSV	Georgia	A1998003353	P2137	6/25/2000	Granted
72668-GE	HIV	Georgia	2689701	2749	3/24/1996	Granted
72668-DE	HIV	Germany		980203	4/4/2007	Granted
69391-DE	HSV	Germany	97933985	P68737144.1	12/27/2006	Pending
72668-HU	HIV	Hungary	P0001379	206910		Granted
69391-HU	HSV	Hungary	P9992033			Published
69391-IS	HSV	Iceland	001845881	4868		Pending
72668-IS	HIV	Iceland	5191			Pending
69391-IN	HSV	India	502/DEL/2001	199454	1/19/2007	Granted
72668-IN	HIV	India	503/DEL/2001	192873	10/9/2005	Granted
69391-IN-DIV	HSV	India	1156/DEL/2003			Pending
72668-IN-DIV	HIV	India-Divisional	1261/DEL/2003			Pending
69391-IE	HSV	Ireland	97933985	918458	12/27/2006	Pending
72668-IE	HIV	Ireland			4/4/2007	Pending
69391-IL	HSV	Israel	128924	120924	2/21/2006	Granted
72668-IL	HIV	Israel	132003	132003	10/1/2005	Granted
69391-IL-DIV	HSV	Israel	165980			Pending
69391-IT	HSV	Italy	97933985	918458	12/27/2006	Pending
72668-IT	HIV	Italy		980203	4/4/2007	Pending
72668-JP	HIV	Japan	US98002792			Pending
69391-LV	HSV	Latvia	97933985	918458	12/27/2006	Granted
72668-LV	HIV	Latvia				Granted

Merix Pharmaceutical Corp
International Patent List

FILE #	Technology	COUNTRY	APPLICATION #	PATENT #	ISSUED	STATUS
69391-LR	HSV	Liberia	LR99/00004	PCT/LR99/00004		Granted
72668-LR	HIV	Liberia	LR99/00008	LR99/00008	10/9/1999	Granted
69391-LI	HSV	Liechtenstein	97933985	918458	12/27/2006	Granted
69391-LT	HSV	Lithuania		918458	12/27/2006	Granted
72668-LT	HIV	Lithuania				Granted
69391-LU	HSV	Luxembourg	97933985	918458	12/27/2006	Granted
72668-LU	HIV	Luxembourg		980203	4/4/2007	Granted
69391-MG	HSV	Madagascar	98040	134	12/9/1999	Granted
72668-MG	HIV	Madagascar	98037	203		Granted
69391-MX	HSV	Mexico	98/03256	217212	10/27/2008	Granted
72668-MX	HIV	Mexico	99/08750	253709	1/23/2008	Granted
69391-MC	HSV	Monaco	97933985	918458	12/27/2006	Pending
72668-MC	HIV	Monaco		980203	4/4/2007	Pending
69391-NA	HSV	Namibia	98/08750	98/0098	10/8/1998	Granted
72668-NA	HIV	Namibia	2000/00003			Pending
69391-NL	HSV	Netherlands	97933985	918458	12/27/2006	Pending
72668-NL	HIV	Netherlands		980203	4/4/2007	Pending
69391-NZ	HSV	New Zealand	332659	332659	3/12/2000	Granted
72668-NZ	HIV	New Zealand	500002	500002	3/24/2002	Granted
69391-KP	HSV	North Korea	99-1002	33294	11/7/2000	Granted
72668-KP	HIV	North Korea	99-1002	35118	3/23/2001	Granted
69391-NO	HSV	Norway	985200		10/6/2006	Granted
72668-NO	HIV	Norway	13994839	328017	1/14/2006	Granted
69391-OA	HSV	OAPI	99/05210	10917	3/3/2001	Granted
72668-OA	HIV	OAPI	98/00216	11198	3/12/2001	Granted
		Patent				
		Cooperation				
69391-WO	HSV	Treaty	US97/02468			Completed
		Patent				
		Cooperation				
72668-WO	HIV	Treaty	US99/05792			Completed
69391-PL	HSV	Patent	P330314	188470	5/5/2004	Granted
72668-PL	HIV	Patent	P336168	198038	4/13/2007	Granted
69391-RO	HSV	Romania	97933985	918458	12/27/2006	Granted
72668-RO	HIV	Romania				Granted
69391-SA	HSV	Saudi Arabia	1220222			Pending
		Serbia/				
69391-YU	HSV	Montenegro	P-506/99	49721	6/16/2007	Granted
		Serbia/				
72668-YU	HIV	Montenegro	P-450/99	49721		Granted
69391-SG	HSV	Singapore	9905863-4	60490	5/23/2000	Granted
72668-SG	HIV	Singapore	9904694-8	60490	10/24/2000	Granted
69391-SK	HSV	Slovakia	PV1533-88	286261	11/3/2006	Granted
72668-SK	HIV	Slovakia	PV1318-89	286810		Pending
69391-SI	HSV	Slovenia	97933985	918458	12/27/2006	Granted
72668-SI	HIV	Slovenia				Granted
64755-ZA		South Africa		2009-07047		Granted
69391-KR	HSV	South Korea	99-7008687	99-708990	7/21/2006	Granted
72668-KR	HIV	South Korea	99-7008687	800418	10/15/2006	Granted
69391-ES	HSV	Spain	97933985	918458	12/27/2006	Granted
72668-ES	HIV	Spain		980203	4/4/2007	Granted
72668-LK	HIV	Sri Lanka	11870	11870	3/16/2000	Granted
69391-LK	HSV	Sri Lanka	11552	11552		Pending
69391-LC	HSV	St. Lucia				Pending

Merix Pharmaceutical Corp
International Patent List

						CONFIDENTIAL	
FILE #	Technology	COUNTRY	APPLICATION #	PATENT #	ISSUED	STATUS	
72668-LC	HIV	St. Lucia				Pending	
69081-SE	HSV	Sweden	97933985	918458	12/27/2006	Pending	
72668-SE	HIV	Sweden		980203	4/4/2007	Pending	
69391-CH	HSV	Switzerland	97933985	918458	12/27/2006	Granted	
72668-CH	HIV	Switzerland		980203	4/4/2007	Granted	
69391-TT	HSV	Trinidad	1998/0086			Pending	
72668-TT	HIV	Trinidad	1998/00388			Pending	
69391-TR	HSV	Turkey	1998/02251	TR 199802251B		Granted	
72668-TR	HIV	Turkey	1998/02674	TR 199802674B		Granted	
69391-UA	HSV	Ukraine	98115923	66597	5/15/2004	Granted	
72668-UA	HIV	Ukraine	98095295	66593	4/15/2004	Granted	
69391-GB	HSV	United Kingdom	97933985	918458	12/27/2006	Granted	
72668-GB	HIV	United Kingdom		980203	4/4/2007	Granted	
69391-UY	HSV	Uruguay		36760			
66836	Composition for HIV	USA	08/600217	6048503	2/19/2002	Granted	
68658	HIV	USA	08/624641	6350794	2/26/2002	Granted	
70635	HSV	USA	08/040988	6353284	3/12/2002	Granted	
86842	HSV	USA	10/050688	6946490	9/20/2005	Granted	
	Medicinal Comp for DEEP						
94754	RELEEV Formulation	USA	12/474,894			Pending	
86598	HIV	USA	10/084759	7071203	7/19/2006	Pending	
69391-UZ	HSV	Uzbekistan	IPAP0000762.2	IAP 02684	4/19/2005	Granted	
72668-UZ	HIV	Uzbekistan	9800732.2	NIAP 02632	5/19/2005	Granted	
69391-VE	HSV	Venezuela	2001-001223				
69391-VN	HSV	Vietnam	S19880383	4732	1/11/2005	Granted	
72668-VN	HIV	Vietnam	S19880768			Pending	

EXHIBIT "2"

TRADEMARKS ASSIGNMENT

THIS TRADEMARKS ASSIGNMENT ("Assignment") is executed and effective as of this date, July 1, 2011, by Meryl J. Squires, a citizen of the United States residing at 2 Goose Lake Drive, Barrington Hills, Illinois 60010 (herein the "Assignor"), and in favor of Merix Corporation, a corporation under the laws of the Commonwealth of Dominica, located at 8 Copthall, Roseau Valley, 00152, Commonwealth of Dominica (herein the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks and corresponding registrations and/or applications for registration set forth on Exhibit "A" hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and


WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), along with the rights and subject to the obligations of the existing license thereof to Merix Pharmaceutical Corp. dated June 25, 1999 with all payments actually received from Merix for the next four years to be paid directly to Assignor, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made; provided, Assignor shall retain the right to negotiate and grant a license of the Trademarks to third parties so long as Assignor assigns any such license to Assignee.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit "A" to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks, along with the rights and subject to the obligations of the existing license thereof to Merix Pharmaceutical Corp. dated June 25, 1999.

Executed this first day of July, 2011 at Barrington, Illinois, USA.


Meryl J. Squires (signature)

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

CERTIFICATION

On this first day of July, 2011, under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.



Meryl J. Squires (signature)

EXHIBIT "A"

Merix Pharmaceutical Corp
International Trademark List

FILE #	TRADEMARK	COUNTRY	APPLICATION #	REGIST. #	CONFIDENTIAL	
					ISSUED	STATUS
80693	Merix	Brazil	8234008844			Pending
80694	Viracea	Brazil	8234008891			Pending
80695	Viramedx	Brazil	8234008905			Pending
94890	DEEP RELEEV	Canada	1298040			Pending
99097	Proginon	Canada	1352481	TMA 619,345.1	12/05/11	Registered
99098	Proginix	Canada	1355759			Pending
97181	RELEEV	Canada	1298042	TMA730346	12/05/08	Registered
97182	Shing-RELEEV	Canada	1298044	TMA730347	12/05/08	Registered
97336	Viracea	Canada	1302754			Registered
82550	Merix	China	2001074487	1906304	08/06/02	Registered
82551	Viracea	China	2001074496	1906357	08/21/02	Registered
82552	Viramedx	China	2001190919			Pending
82559	Viramedx	China	2001071844			Pending
94895	DEEP RELEEV	European Comm.				Pending
82558	Merix	European Comm.	2189751			Pending
99097	Proginon	European Comm.	6088413	6088413	05/01/08	Registered
99098	Proginix	European Comm.	6115802	6115802		Registered
97181	RELEEV	European Comm.	5036215			Pending
97182	Shing-RELEEV	European Comm.		5028907	08/20/07	Registered
82554	Viracea	European Comm.	2188373	2188373	04/24/01	Registered
82555	Viramedx	European Comm.	2190510	2190510	04/25/01	Registered
94895	DEEP RELEEV	France	63423787			Pending
99097	Proginon	France		73516339	07/26/07	Registered
99098	Proginix	France		73516341	07/26/07	Registered
94895	DEEP RELEEV	Germany		30625497	07/21/06	Registered
97336	Merix	Germany		30633658	10/18/06	Registered
99097	Proginon	Germany		30741161	09/07/07	Registered
99098	Proginix	Germany	307472961			Registered
97181	RELEEV	Germany		30625498	07/25/06	Registered
97182	Shing-RELEEV	Germany		30625499	04/20/06	Registered
97336	Viracea	Germany		30633659	10/18/06	Registered
82417	Merix	India	10047698			Pending
82418	Viracea	India	1005421	1005421	04/04/01	Registered
82419	Viramedx	India		1004340	04/19/01	Registered
80692	Merix	Japan	2001-40540			Pending
80690	Viracea	Japan		4580123	04/02/02	Registered
82021	Viramedx	Japan		4581040	04/02/02	Registered
94895	DEEP RELEEV	United Kingdom	2419729			Pending
97335	Merix	United Kingdom		2420558		Registered
99097	Proginon	United Kingdom		2462053	07/09/07	Registered
99098	Proginix	United Kingdom	2401540			Pending
97181	RELEEV	United Kingdom	2419731	2419731	04/18/00	Registered
97336	Viracea	United Kingdom		2420556		Registered
	1 Day Cold Sore Treatment and Design	USA	78688355	3295604	09/18/07	Registered
85344	Angel House	USA	78715894			Pending
90394	Biomedx	USA	78290918	3174748	11/27/06	Registered
94895	DEEP RELEEV	USA	78684872	3350104		Pending
76811	Derma-Care	USA	75780967	2685895	06/23/02	Registered
	Destiny Viramedx &					
70894	Design	USA	304840	2191029	05/22/98	Registered
80402	Equimedx	USA	78169923	2976881	07/26/05	Registered
78959	Cymedx	USA	76300967	2683999	12/17/02	Registered

Merix Pharmaceutical Corp
International Trademark List

FILE #	TRADEMARK	COUNTRY	APPLICATION #	REGIST. #	CONFIDENTIAL	
					ISSUED	STATUS
						Pending New Office Action
00003	Fast Results	USA	77/878,879			
76800	Flu-Coze	USA	75/781250	2002763	10/03/01	Registered
97335	Merix	USA	78/970813	3478179	07/29/06	Registered
76673	Merix Pharmaceutical	USA	78/917480	2078044	01/21/03	Registered
99097	Progrinix	USA	77/200288	3,541,070		Registered
99098	Progrinix	USA	77/107219			Pending
97181	RELEEV	USA		3350105	12/04/07	Registered
	RELEEV 1 Day Cold Sore					
94883	Treatment	USA	78/678459	3331286	11/08/07	Registered
78187	Shingle-Eaze	USA	75/902905	2839458	11/06/01	Registered
97182	Shing-RELEEV	USA		3350106	12/04/07	Registered
94857	Vimedrx	USA	78/679832			Allowed
94858	Vimedrx RELEEV	USA	78/679893			Allowed
87602	Viracea	USA	75/151819	2125135	12/03/97	Registered
87336	Viracea	USA		3350152	12/04/07	Registered
90385	Viramedrx	USA	78/230939	2948781	05/09/05	Registered
93497	Viramedrx RELEEV	USA	78/538178	3189721	09/21/05	Registered
76807	Wart-Eeze	USA	75/781264	2574265	05/28/02	Registered
	1 Day Cold Sore					
95048	Treatment	USA-Illinois		94886	09/14/05	Registered
79058	Amvirox	USA-Illinois		65770	06/14/03	Registered
87395	Biomedx & Design	USA-Illinois		79036	08/29/96	Registered
70625	Destiny Viramedrx	USA-Illinois		81116	09/12/97	Registered
77116	Merix Pharmaceutical	USA-Illinois		84412	11/16/99	Registered
93498	RELEEV	USA-Illinois		94867	09/14/05	Registered
	RELEEV 1 Day Cold Sore					
94854	Treatment	USA-Illinois		94860	09/14/05	Registered
87801	Viracea	USA-Illinois		78962	08/13/96	Registered
87539	Viramed	USA-Illinois		78961	08/13/96	Registered

EXHIBIT “3”

ASSIGNMENT OF SHARES

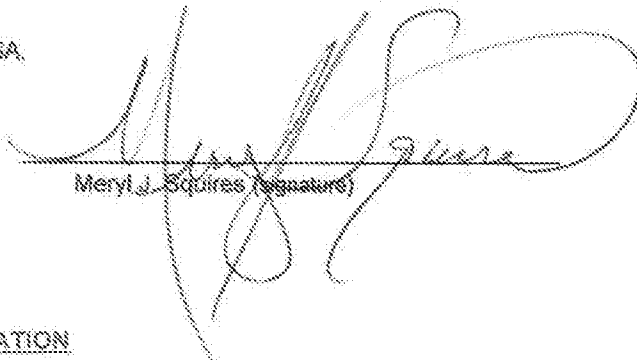
Whereas, I, Meryl J. Squires of Barrington, Illinois (hereinafter "Assignor") formed and incorporated, and retained Eight Hundred Fifty (850) shares (the "Shares") of stock in, Merix Pharmaceutical Corporation ("Merix"). I am now the sole owner of said Shares;

Whereas, Meritus Corporation of the Commonwealth of Dominica ("Assignee"), with mailing address at 8 Copthall, Roseau Valley, 00152, Commonwealth of Dominica, is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the Assignor, do hereby sell, assign and transfer unto said Assignee the entire right, title and interest in and to the said Shares, the same to be owned, held and enjoyed by Assignee for its own use and behalf, and for its legal representatives and assigns, without any lien or ownership claim thereto being retained by Assignor except as expressly set forth below; provided, Assignor shall retain full right and authority to proceed with and/or settle the pending lawsuit recently filed by Merix Pharmaceutical Corporation ("Merix") against Clinical Supplies Management, Inc. until its conclusion the same and as if this Assignment had not occurred.

Notwithstanding anything to the contrary herein, this Assignment is contingent upon Assignee maintaining in full force and effect that existing license ("License") of Assignor's patents and marks to Merix dated June 25, 1999, regardless of Merix' ability to remain fully current on its royalty obligations thereunder, but with any unpaid royalties to be carried as a debt of Merix to be repaid to Assignee when it is able but only after all of Merix' normal operating vendors, agents and employees have been fully and currently paid; and this Assignment is further contingent upon Assignor receiving directly any and all royalty payments made by Merix under said License over the next four years, after which time ownership of said Shares shall be automatically vested in Assignee and recorded on the corporate books of Merix.

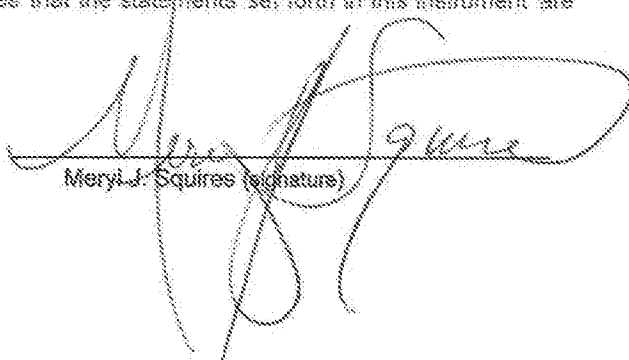
Executed this first day of July, 2011 at Barrington, Illinois, USA.


Meryl J. Squires (signature)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

On this first day of July, 2011, under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.


Meryl J. Squires (signature)

TRADEMARK