

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aptilon Holdings, Inc.		11/06/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Indegene Aptilon, Inc.
Street Address:	801-460 rue Sainte-Catherine O
City:	Montreal
State/Country:	CANADA
Postal Code:	H3B1A7
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3928752	APTILON

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3124605000  
 Email: jsutherland@seyfarth.com  
 Correspondent Name: Julia K. Sutherland  
 Address Line 1: Seyfarth Shaw LLP  
 Address Line 2: 131 S. Dearborn St., # 2400  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	66569-00001
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

CH \$40.00 3928752

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Julia K. Sutherland

Signature:

/Julia K. Sutherland/

Date:

11/28/2012

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") dated as of November \_\_\_\_, 2012 is entered into by APTILON HOLDINGS INC., a Canada corporation ("Seller") in favor of INDEGENE APTILON, INC. a Delaware corporation.

WHEREAS, Seller and Purchaser entered into an Asset Purchase Agreement dated as of November 6, 2012 (the "Purchase Agreement"); and

WHEREAS, this Agreement is being entered into pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** Seller hereby transfers and assigns to Purchaser all of Seller's right, title and interest in and to the following ("Assigned IP"), free and clear of Liens:

(a) the patents and patent applications set forth in Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof ("Patents");

(b) the trademark registrations and applications set forth in Exhibit B hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof ("Trademarks");

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Exhibit C hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) the Internet domain name registrations organized by registrar as set forth in Exhibit D hereto and all issuances, extensions and renewals thereof (the "Domain Names");

(e) the know-how and all formulations, methods and processes related thereto, licenses of intellectual property, data, databases, software including any "off the shelf" or "shrink wrapped" computer software programs or licenses and similar intangible assets or rights and applications therefor as set forth in Exhibit E (the "Software and Miscellaneous Intellectual Property");

(f) all of the goodwill, benefits, privileges and rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Power of Attorney.** Seller hereby constitutes and appoints the Purchaser its true and lawful agent and attorney in fact, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Seller, but on behalf and for the benefit of the Purchaser and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all amounts due under the assigned Contracts and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that the Purchaser or its respective successors and assigns may deem proper in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by the Purchaser to be required with respect to the assigned Contracts and to use Seller's name in such manner as the Purchaser may reasonably deem necessary for same.

The Seller hereby declares that the foregoing powers are coupled with an interest and are irrevocable.

4. **Further Assurances.** Seller shall execute such additional documents and instruments and take such further action as may be reasonably required or desirable to carry out the provisions hereof and to vest Purchaser with unencumbered title to the Assigned IP.

5. **Integration with Purchase Agreement Provisions.** Nothing contained in this Agreement shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement. In the event that any of the provisions of this Agreement are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement.

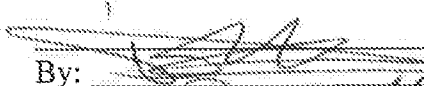
7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without regard to the choice of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

**APTILON HOLDINGS INC.**

By:   
Name: DEAN MARTINEAU  
Its: PRESIDENT

**Exhibit A to Exhibit B of the Asset Purchase Agreement**

**The patents and patent applications:**

None

**Exhibit B to Exhibit B of the Asset Purchase Agreement**

**The trademark registrations and applications:**

"Aptilon" – Registration No. 3928752



Exhibit C to Exhibit B of the Asset Purchase Agreement

The copyright registrations, applications for registration and exclusive copyright licenses:

None

**Exhibit D to Exhibit B of the Asset Purchase Agreement**

**The Internet domain name registrations organized by registrar:**

Refer Attachment 2 to Schedule 6.18 of the Asset Purchase Agreement

**Exhibit E to Exhibit B of the Asset Purchase Agreement**

**Software and Miscellaneous Intellectual Property:**

Refer Attachment 1 and Attachment 3 to Schedule 6.18 of the Asset Purchase Agreement