

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QLT, Inc.		04/03/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Mati Therapeutics Inc.		
Street Address:	4317 Dunning Lane		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85110754	EVOLUTE	
CORRESPONDENCE DATA			
Fax Number:	3015602034		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-412-6986		
Email:	cclassen@blackhillsip.com		
Correspondent Name:	Dean Nakamura		
Address Line 1:	PO Box 2630		
Address Line 4:	Montgomery Village, MARYLAND 20886		
ATTORNEY DOCKET NUMBER:	1080.038US1 EVOLUTE		
NAME OF SUBMITTER:	Robert Butchofsky III		
Signature:	/RButchofskyIII/		
Date:	09/27/2013		

OP \$40.00 85110754

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into as of April [3], 2013, by and between QLT Inc., a company duly incorporated under the laws of British Columbia ("Assignor"), and MATI THERAPEUTICS INC., a company duly incorporated under the laws of Delaware ("Assignee").

RECITALS

WHEREAS, the Assignor and the Assignee are parties to an Asset Purchase and Sale Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee, among other things, the entire right, title and interest in and to the trademarks and their corresponding logos, and the trademarks and the pending applications and registrations therefor identified in Schedule A hereto, including all variations, derivations, and combinations thereof, and all registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith (collectively the "Marks").

ASSIGNMENT

1. **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in and to the Marks, and all rights and privileges therein, and in and to any renewals and extensions that may be granted thereon and the goodwill developed through the use of the Marks; and

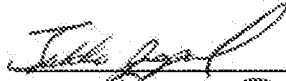
2. For the same consideration, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment, and hereby grants the attorney of record the power to insert on this Assignment any further identification of the registered trademarks and the pending applications set forth on Schedule A that is necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors, legal representatives and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Patent and Trademark Office, and the office of any country or countries foreign to the United States.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized representative thereof.

ASSIGNOR:

QLT INC.


By: 
Name: Sukhi Jagpal
Title: Chief Financial Officer

PROVINCE OF BRITISH COLUMBIA:

On April 13, 2013, before me, Dorann Assaly, notary public, personally appeared Sukhi Jagpal of QLT Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Province of British Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)
Notary Public

DORANN C. ASSALY
887 Great Northern Way
Suite 101
Vancouver, British Columbia
V5T 4T5

Signature Page to Trademark Assignment

ASSIGNEE:

MATI THERAPEUTICS INC.

By: Red But
Name: Robert Butchofsky
Title: President

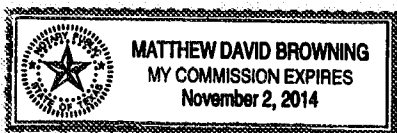
STATE OF: TEXAS

COUNTY OF: Texas

On 3/28/13, before me, MATTHEW DAVID BROWNING Notary public, personally appeared Robert of Butchofsky of Mati Therapeutics Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Matthew David Browning (SEAL)
Notary Public

Signature Page to Trademark Assignment

SCHEDULE A

REGISTERED TRADEMARKS AND PENDING APPLICATIONS

QLT Ref. No.	Mark	Country	Filing No.	Appn. Date	Registration No.	Registered Owner	Status
30018-24001.01	EVOLUTE	United States	85/110,754	18-Aug-10	-	QLT Inc.	Allowed; Statement of Use due on 9/29/2013
30018-24001.02	EVOLUTE	Canada	1515843	17-Feb-11		QLT Inc.	Allowed; Declaration of use and Registration fee due 2/16/2014.
30018-24001.03	EVOLUTE	CTM	1515843	17-Feb-11	97749201	QLT Inc.	Registered

2184544.1

SV986200.1

RECORDED: 09/27/2013

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REEL: 005119 FRAME: 0174