

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huvepharma Inc.		10/16/2020	Corporation:
RECEIVING PARTY DATA			
Name:	The Saskatoon Colostrum Company Ltd.		
Street Address:	505 - 616 Main Street		
City:	Saskatoon		
State/Country:	CANADA		
Postal Code:	S7H 0J6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1424550	COLOSTRX	
Registration Number:	3542358		
CORRESPONDENCE DATA			
Fax Number:	4036918008		
<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:	14036918138		
Email:	rgilead@kpmg.ca		
Correspondent Name:	Renee Gilead		
Address Line 1:	Suite 3100, 205 - 5th Avenue SW		
Address Line 2:	Bow Valley Square II		
Address Line 4:	Calgary, CANADA T2P 4B9		
ATTORNEY DOCKET NUMBER:	2001256014		
NAME OF SUBMITTER:	Renee Gilead		
SIGNATURE:	/Renee Gilead/		
DATE SIGNED:	10/19/2020		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of October 16, 2020 by and between **HUVEPHARMA INC.**, a Delaware corporation (the “Assignor”), and **THE SASKATOON COLOSTRUM COMPANY LTD.**, a corporation registered and validly subsisting in the province of Saskatchewan, Canada (the “Assignee”), pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), by and among the Assignor, the Assignee and Alta Genetics USA Inc. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignor owns the following U.S. trademark registrations (the “Registrations”), registered at the United States Patent and Trademark Office:

Registered Trademark	U.S. Registration No.	Registration Date
COLOSTRX	1,424,550	January 13, 1987
	3,542,358	December 9, 2008

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WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor is selling, assigning, transferring and delivering to the Assignee the Purchased IP, which includes the Registrations and any other trademark registrations and applications of any Purchased IP (collectively, the “Assigned Intellectual Property”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignee desires to purchase, acquire and accept from the Assignor all right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor does hereby sell, assign, transfer and set over unto the Assignee all of the Assignor’s right, title and interest in and to the Assigned Intellectual Property, including the Registrations, and including the goodwill connected with the use and symbolized by the foregoing, and including all rights to sue and recover and retain damages, costs and legal fees, disbursements and charges for past, present and future infringement and any other rights relating to the foregoing.
2. Transfer Documents; Further Assurances. The Assignor further agrees that, upon the reasonable request and at the sole expense of the Assignee, the Assignor will execute all instruments and take such other future actions, in each case as may be or become

reasonably necessary for perfecting and recording the Assignee's ownership in the Assigned Intellectual Property.

3. Governing Law; Forum. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States of America applicable therein. Any action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be brought in the courts of the State of Delaware, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.
4. Terms of the Purchase Agreement. This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
5. Amendments. This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Assignee. By an instrument in writing, the Assignor, on the one hand, or the Assignee, on the other hand, may waive compliance by the other with any term or provision of this Assignment that such other party was or is obligated to comply with or perform.
6. Headings. The paragraph headings in this Assignment are for convenience only and such headings form no part of this Assignment and shall not affect its interpretation.
7. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
8. Filing. The Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office and any other office deemed applicable by the Assignee.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed and delivered as of the date set forth above.

ASSIGNOR:

HUVEPHARMA INC.

Glen Wilkinson
By: _____
Name: Glen Wilkinson
Title: President

ASSIGNEE:

**THE SASKATOON COLOSTRUM
COMPANY LTD.**

Hans Hannema
By: _____
Name: Hans Hannema
Title: Chief Financial Officer