

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Made as of Mar 1, 2016 (the "**Effective Date**")

BETWEEN:

TRANSDERMAL RESEARCH PHARM LABORATORIES, LLC, a company incorporated under the laws of New York having an address at 38-21 10th Street, 2nd Floor, Long Island, New York, USA, 11101;

(hereinafter referred to as "**Assignor**")

AND:

AEQUUS PHARMACEUTICALS INC, a company incorporated under the laws of British Columbia having an address at 2820 – 200 Granville Street, Vancouver, BC., Canada, V6C 1S4;

(hereinafter referred to as "**Assignee**")

(collectively, the "**Parties**")

WHEREAS:

- A. The Assignor is the owner of certain invention(s) as fully set forth in patents and patent applications listed in Schedule "A";
- B. The Parties have entered into a license agreement dated July 30, 2013 and amendment agreements dated June 1, 2014 and March 11, 2015 (collectively, the "License Agreement");
- C. The Parties have also entered into a Research Service Contract dated August 1, 2013 and amendment agreement dated July 30, 2015;
- D. The Assignee, is desirous of obtaining Assignor's entire right, title, property, interest and benefit in, to and under such inventions, patents and patent applications; and
- E. The Parties wish to replace their license arrangement with an outright ownership transfer arrangement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS.

Unless the context dictates otherwise, in this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1 "**Assigned Patents**" shall mean all applications for patents as listed in Schedule "A", as amended from time to time, including without limitation, any in-process patent applications, any related patent applications, issued patents, divisionals, continuations, continuations-in-part, reissues, re-examinations, extensions, term restorations, renewals, and any foreign counterparts applied for or issued therefrom, anywhere in the world;
- 1.2 "**Intellectual Property Rights**" shall mean any and all rights, title and interest in and to any and all ideas, discoveries, inventions, creations, works and know-how including, without limitation, patents, trade-marks, service marks, designs, integrated circuit topographies, copyrights, including

applications for any of the foregoing, as well as design rights, confidential information, trade secrets and any other similar intellectual property rights protected anywhere in the world;

1.3 **"Invention"** means any invention described in any Assigned Patent;

1.4 **"Know-How"** means proprietary methods, devices, technology, trade secrets, inventions, compositions, designs, technical and non-technical information, manufacturing formulae, sketches, drawings, models, designs, specifications, processes, databases, research results, developed pharmacological and clinical data, software programs and applications, software source documents, formulae, know-how, show-how, technical and training manuals and documentation and other information developed in relation to any Invention; and

2. ASSIGNMENT.

2.1 In consideration of the payment of the amount of one dollar (\$1) by Assignee to Assignor as of the Effective Date and for other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all of Assignor's right, title, property, interest and benefit in, to and under the Inventions, Know-How and Assigned Patents, including (a) the right to apply for patents in all jurisdictions of the world for the Inventions, (b) all applications for patents for the Inventions or based on the Assigned Patents in all jurisdictions, now filed or to be filed, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon the Inventions or upon the Assigned Patents, (c) all patents which may issue on the Inventions and on any application transferred by this Assignment in all jurisdictions, and any and all reissues, extensions, divisions, renewals, substitutes, continuations or continuations-in-part of patents granted for the Inventions or upon such application, for the full term or terms for which the patents may be issued, (d) every priority right that is or may be predicated upon or arise from the Inventions, the Assigned Patents and such patent or application as aforesaid under any applicable international or bilateral treaty, agreement or convention, and (e) all rights to sue for and to collect damages for past, present and future infringements (including any intervening rights between publication of any patent application and its grant to patent) of the Assigned Patents, including any such patent or application as aforesaid. Assignor hereby authorizes Assignee to file patent applications in all countries for any or all of the Inventions under any international or bilateral treaty, agreement or convention, or otherwise.

3. FURTHER ACTS.

3.1 Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, models, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment namely in the implementation or perfection of this Assignment, including the confirmatory Patent Assignment Agreement attached as Schedule B hereto.

4. WAIVER OF MORAL RIGHTS.

4.1 The Assignor waives for the benefit of the Assignee its moral rights and similar non-assignable rights in the Know-How throughout the world.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Assignor hereby represents and warrants to Assignee that:

- 5.1.1 All of the Assigned Patents which have been registered or applied for have been properly maintained and renewed by the Assignor in accordance with all applicable law;
- 5.1.2 Assignor owns all right, title and interest in and to the Assigned Patents and Inventions, free and clear of any encumbrances.

6. GENERAL.

- 6.1 This Agreement shall be governed by the laws of British Columbia without reference to its conflict of laws principles. Both Parties agree to submit disputes under this Agreement to the courts of competent jurisdiction located in Vancouver, British Columbia. In case of ambiguity, inconsistency or incompatibility between any provision contained in this Agreement and any other provision contained in this Agreement, the provision which is more specific shall prevail over the provision which is more general to the extent of any such ambiguity, inconsistency, incompatibility, as the case may be. Time is of the essence with respect to each provision of this Agreement. This Agreement may not be modified except in writing by both Parties. Should any section or term contained in this Agreement be declared invalid by a court of law, it shall be severed from this Agreement without affecting any other terms which will continue to remain in full force.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

**TRANSDERMAL RESEARCH PHARM
LABORATORIES, LLC**

AEQUUS PHARMACEUTICALS INC.

Per: "Fotios Plakogiannis"
Authorized Signatory

Per: "Doug Janzen"
Authorized Signatory

SCHEDULE A

ASSIGNED PATENTS AND PATENT APPLICATIONS

[Redacted: Assigned Patents and Patent Applications]

SCHEDULE B
CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

See attached

ASSIGNMENT
(World)

WHEREAS,

TRANSDERMAL RESEARCH PHARM LABORATORIES, LLC.

hereinafter referred to as the "Assignor", whose full post office address is,

138-21 10th Street, 2nd Floor, Long Island, New York, USA, 11101

is the owner of an invention relating to and entitled:

[any one or more of the patent or patent application listed in Schedule "A"] hereinafter referred to as the "Invention", as fully set forth and described in an application for Letters Patent identified as:

Serial No.: •

Filing Date: •;

hereinafter referred to as the "Application";

AND WHEREAS,

AEQUUS PHARMACEUTICALS INC.

hereinafter referred to as the "Assignee", whose full post office address is

2820 – 200 Granville Street, Vancouver, BC., Canada, V6C 1S

desires to acquire the Assignor's entire right, title and interest in and to the Invention and the Application;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor confirms that it has, as of _____ sold, assigned, transferred and set over, and for greater certainty, does hereby sell, assign, transfer and set over to the Assignee, its successors, assigns, or legal representatives, its entire right, title and interest throughout **the World** in and to the Invention, together with its entire right, title and interest in and to the Application, including any and all PCT national entry filings based on the Application, and any and all Letters Patent that may issue for the Invention, including any and all divisions, reissues and continuations based on the Application, to the full end of the term for which each said Letters Patent may be granted, the same to be held and enjoyed as fully and completely as the same would have been held and enjoyed by the Assignor had this Assignment not been made;

AND the Assignor, on behalf of itself and its executors and administrators, does hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by the Assignee, its successors, assigns, or legal representatives, to obtain any and all Letters Patent of Canada for the Invention and vest the same in the Assignee, its successors, assigns, or legal representatives.

AND the Assignor, on behalf of itself and its executors and administrators, does hereby authorize the Assignee, its successors, assigns, or legal representatives, to amend this Assignment to insert or correct the filing date, serial number or other identifying information of the Application as may be needed to record this assignment.

TRANSDERMAL RESEARCH PHARM LABORATORIES, LLC	Witness
<i>Name and Title</i>	<i>Name</i>
<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>

AEQUUS PHARMACEUTICALS INC.	Witness
<i>Name and Title</i>	<i>Name</i>
<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>