ASSIGNMENT AGREEMENT

Effective as of 15th day of December 2016 ("Effective Date") BY AND BETWEEN:

ASPRI PHARMA CANADA INC, a corporation existing under the laws of the Province of Ontario, having its principal place of business at Unit 31B – 665 Millway Avenue, in the city of Concord, Ontario, Canada L4K 3T8;

(hereinafter the "**Assignor**")

ALTIUS HEALTHCARE INC., a corporation existing under the laws of the Province of Ontario, having its principal place of business at Unit 31B – 665 Millway Avenue, in the city of Concord, Ontario, Canada L4K 3T8;

(hereinafter "**Assignee**")

STRAGEN PHARMA SA, registered office at Chemin de Pré Fleuri, 3 1228 Plan les Ouates,

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

RANBAXY PHARMACEUTICALS CANADA INC., a corporation incorporated under the laws of Canada and having its office at 2680 Matheson Boulevard, Suite 200, L4W 0A5

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

(Assignor, Assignee, Stragen and Ranbaxy may be referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS Stragen has developed the formulation and the registration file for ***Cyproterone acetate 2mg/ethinylestradiol 35µg coated tablets*** (hereinafter the "**Product**"),

WHEREAS Stragen and Ranbaxy have executed a Supply Agreement dated November 9th, 2011, specifying (i) the Product license Stragen granted to Ranbaxy for Canada and (ii) the terms and conditions under which Stragen should supply the Product to Ranbaxy (hereinafter **"Master Agreement"**)

WHEREAS Assignor, Stragen and Ranbaxy entered into a Sub-Licensing Agreement dated July 30th, 2014 whereby certain rights Stragen granted to Ranbaxy under the Master

[redacted]

Agreement, were sublicensed to Assignor (hereinafter the "**Sub-Licensing Agreement**", attached hereto as **Schedule A**);

WHEREAS the Sub-Licensing Agreement provided in Section B-3 that it may not be assigned by either Party to any third party without the other Party's written consent;

WHEREAS upon Assignor's request, Ranbaxy and Stagen have consented that Assignor assigns its rights and obligations under the Sublicense Agreement to the Assignee, the whole upon the terms and conditions set forth herein (the "**Assignment**");

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

1. Unless otherwise expressly indicated in this Assignment Agreement the definitions used herein shall have the meanings assigned to them in the Sub-Licensing Agreement and/ or in the Master Agreement.

"**Assignment Agreement**" shall mean the present agreement together with its preamble, any appendices attached hereto and any amendment made at a later date by the Parties.

2. With effect on and from the Effective Date of this Assignement Agreement:

a) Assignee is formally substituted for Assignor under the Sub-Licensing Agreement as if it had originally been a party to Sub-Licensing Agreement instead of Assignor, and all references in the Sub-Licensing Agreement to Assignor in any capacity must be read and construed as if they were references to Assignee; and

b) Assignee is bound by and must comply with the provisions of the Sub- Licensing Agreement and enjoys all the rights and benefits of Assignor under the Licensing Agreement.

3. The Assignee hereby accepts the Assignment .

4. Stragen and Ranbaxy consent and agree to the validity of the Assignment.

5. Except as expressly otherwise provided for herein, all terms and conditions of the Sub-Licensing Agreement shall remain intact and in full force and effect.

6. The present Assignment Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and Canadian law applicable herein. In the event of any dispute arising out of or in connection with the execution or interpretation of this Agreement, the President or Managing Director of the Parties shall meet and seek to resolve in good faith such dispute amicably within a period of [redacted] from the first notification of a dispute.

In case the Parties fail to seule the dispute amicably within the above stated term of [redacted], any such dispute shall be finally and exclusively settled by arbitration in accordance with the Swiss International Rules of Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be in Geneva, Switzerland (Chamber of commerce) and the proceedings shall be conducted in English language.

7. This Assignment Agreement will be binding upon and Mure to the benefit of any Affiliates, subsidiaries, successors and/or permitted assignees of any Party hereto.

8. Except as otherwise provided expressly herein, no modification, amendment, supplement or waiver of any of the provisions of this Assignment Agreement shall be valid unless in writing signed by all the Parties hereto.

9. The validity of this Assignment Agreement as a whole shall not be affected by any of its provisions being or becoming invalid or unenforceable for any reason whatsoever, except to the extent necessary to avoid an unjust or inequitable result.

AND THE PARTIES HAVE SIGNED AS OF THE DATE FIRST HEREIN ABOVE MENTIONED.

ASPRI PHARMA INC.

(s) Sybil Dahan
Sybil Dahan
President
DATE: December 16. 2016

ALTIUS HEALTHCARE INC.

(s) Sybil Dahan
Sybil Dahan
President
DATE: December 16. 2016

STRAGEN PHARMA SA.

(s) Antoine Tétard
Antoine Tétard
General Manager Pharma Business

DATE : December 20, 2016

(s) *Laurence de Schoulepnikoll*
Laurence de Schoulepnikoll
Head of Strategy, Transactions and Legal

DATE: December 20, 2016

RANBAXY PHARMACEUTICALS_ CANADA

(s) Ajay Vashisht
Ajay Vashisht
Director of Commercial Operations

DATE: December 20, 2016

Schedule A

[*See attached*.]

SUB-LICENSING AGREEMENT

THIS SUB-LICENSING AGREEMENT (the "Agreement") is made and effective this 30th day of July 2014 (the "Effective Date") by and between:

Stragen Pharma SA with registered office at Chemin du Pre Fleuri 3, 1228 Plan Les Ouates, Switzerland on its behalf, and on behalf of any of its parent, subsidiary or affiliated company ("Stragen"),

And

Aspri Pharmaceutical Canada Inc. with registered office at 31B-665 Millway Avenue, Concord, Ontario, L4K 3T8 on its behalf, and on behalf of any of its parent, subsidiary or affiliated company ("Aspri")

And

Ranbaxy Pharmaceuticals Canada Inc. with registered office at 2680 Matheson Blvd. E., Suite 200, Mississauga, ON L4W OA5, Canada on its behalf, and on behalf of any of its parent, subsidiary or affiliated company ("Ranbaxy")

(Stragen, Aspri and Ranbaxy shall hereinafter be collectively referred to as the "Parties" and individually a "Party")

RECITALS:

WHEREAS Stragen has developed the formulation and the registration file for Cyproterone acetate 2mg/Ethinylestradiol 351Jg coated tablets (hereafter "Product");

WHEREAS Stragen and Ranbaxy entered into a supply agreement dated November 9th, 2011 (the "Master Agreement") whereby Stragen grants to Ranbaxy the exclusive right of usage of the Product's Dossier for registration and commercialization of the Product by Ranbaxy in Canada (the "Product Rights") and undertakes to supply Ranbaxy with the said Product;

WHEREAS Ranbaxy has received its own Marketing Authorization for the Product in Canada (the "Territory") and will launch the Product as a generic;

WHEREAS Aspri wishes to obtain from Ranbaxy a sublicense of certain Product Rights in order to launch a branded version of the Product;

WHEREAS Stragen and Ranbaxy agree to grant Aspri a license certain of the Product Rights, the whole upon the terms and conditions herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A- SUBLICENSE AND ROYALTV

1. Stragen hereby agrees that Ranbaxy sub-license to Aspri certain Product Rights granted in the Master Agreement to Ranbaxy and namely the exclusive perpetual right of use on the Product's Dossier for the registration and commercialization of the Product in the Territory. Considering the aforesaid and the fact that Ranbaxy retains the right to commercialize the Product itself in the Territory, as of the Effective Date of this Agreement, both Ranbaxy and Aspri shall be granted a semi-exclusive right to commercialize the Product in the Territory. For the purposes of clarity, Stragen hereby agrees that Ranbaxy sub-license on a semi-exclusive basis only the aforesaid Product Rights to Aspri, all the other Product Rights shall be retained exclusively by Ranbaxy except as foreseen in this Agreement;

2. Stragen hereby recognizes and agrees that Ranbaxy cross reference the Product Dossier and Marketing Authorization to enable Aspri to commercialize its version of the Product which Aspri shall promote and sell in the Territory (the **"Aspri Product")**;

3. Stragen shall exclusively supply all the requirements of the Product for the Territory to Ranbaxy at the purchase price set forth in the Master Agreement and Aspri shall purchase all of its requirements of Product from Ranbaxy at a flat transfer price to be agreed between Ranbaxy and Aspri. Stragen agrees that Ranbaxy supplies the Product to Aspri. Should Ranbaxy decide at its sole discretion to (i) no longer commercialize or (ii) to refrain from supplying the Product to Aspri, Stragen undertakes to supply the Product directly to Aspri at a price that shall not exceed the flat transfer price between Ranbaxy and Aspri. For additional clarity nothing in the preceding provision shall negate any financial obligation in terms of payments or royalties from Aspri to Ranbaxy.

4. In consideration of the rights granted to Aspri under this Agreement , the Parties hereby agree that Aspri shall pay Stragen a royalty on Aspri's [redacted] Sales (the **"Aspri Royalty")** as outlined hereafter. The definition of Aspri's [redacted] Sales shall be consistent with the definition of Ranbaxy's [redacted] Sales as specified in the Master Agreement . Aspri Royalty shall be paid directly by Aspri to Stragen. An example of the calculation of the Aspri Royalty is outlined in **Annex A** hereto

Redacted - Commercially Sensitive Information

5. [redacted]

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Redacted - Commercially Sensitve Information

[redacted]

6. For the purposes of clarity, the Parties acknowledge that no royalty shall be paid to Stragen on sales of the Product from Ranbaxy to Aspri.

7. Stragen hereby agrees that in the event that Ranbaxy elects not to commercialize its version of the Product, Ranbaxy shall be entitled, at its discretion or as otherwise specifically agreed between the Parties hereto, to transfer the Product Dossier and the Marketing Authorization to Aspri or to assist Aspri in the preparation and submission of a duplicate Dossier.

8. Stragen and Ranbaxy agree that Aspri shall be given the right to access and use the stability and validation information of the Ranbaxy Product for the purposes of the Aspri Product.

B- GENERAL

1. This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the termination of the Master Agreement. For the avoidance of doubt, in case of expiration or termination of the Master Agreement for any reason whatsoever this Agreement shall automatically terminate.

2. Each Party agrees to keep secret and confidential to the utmost extent all non-public information and knowledge which it obtains or has obtained from the other Party by virtue of this Agreement and/or the Master Agreement (hereinafter **"Confidential Information").** The Party disclosing Confidential Information shall hereinafter be referred to as the **"Disclosing Party",** and the Party receiving such Confidential Information shall hereinafter be referred to as the **"Receiving Party".**

It is hereby specifically stated that shall be deemed Confidential Information all information in whatever form (including but not limited to written, oral, visual and electronic, including samples, materials) related to the Product and its manufacturing, the Product's registration Dossier and either Party's business in general, including but not limited to business plans, customers, prospective customers, contractors, costs and pricing data, know-how, trade secrets, technical and non-technical materials, processes, audit reports (including but not limited to audit reports pertaining to the Product's contract manufacturer(s) and/or the API(s) supplier(s), sales and marketing plans and strategies, designs, intellectual property rights, ideas or discoveries and alike communicated by the Disclosing Party to the Receiving Party.

These obligations of confidentiality will not apply to Confidential Information for which the Receiving Party can show by reasonable written records that this information **(a)** is or became publicly known through no act, omission or breach of this Agreement by the Receiving Party **(b)** was already in the Receiving Party's possession in the written form prior to disclosure by the Disclosing Party (c) is

received by one Party from a Third Party who did not obtain such information directly or indirectly from the other Party or who was duly authorized to disclose it, or (d) is required to be disclosed pursuant to a governmental or judicial order, provided that the Receiving Party provides the Disclosing Party with prior notice of such a disclosure so that it may have the opportunity to intercede in such process to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded to the Confidential Information.

The Parties will not use any part of the Confidential Information for any purposes other than performing their obligations under this Agreement.

It is hereby specifically stated that the provisions of this sub-section 1 shall survive the termination of the Agreement and shall remain valid and enforceable for a period of [redacted] after the expiration or termination of this Agreement. *Redacted - Commercially Sensitive Information*

3. The Parties undertake not to transfer the present Agreement or any obligations thereof to any third party without the prior written consent of the other Party, except if such assignment arises under a transaction in which the assigning Party is selling its entire business or a substantial part of business to which this Agreement relates or that Party is being acquired or merging with a third party.

This Agreement will be binding upon and inure to the benefit of any affiliates, subsidiaries, and successors and/or permitted assignees of a Party hereto. 4. The present Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and Canadian law applicable herein. In the event of any dispute arising out of or in connection with the execution or interpretation of this Agreement, the President or Managing Director of the Parties shall meet and seek to resolve in good faith such dispute amicably within a period of sixty (60) days from the first notification of a dispute.

In case the Parties fail to settle the dispute amicably within the above stated term of sixty (60) days, any such dispute shall be finally and exclusively settled by arbitration in accordance with the Swiss International Rules of Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be in Geneva, Switzerland (Chamber of commerce) and the proceedings shall be conducted in English language

5. If any provision hereof should be held invalid, illegal or unenforceable, then, to the fullest extent permitted by law, all other provisions hereof shall remain in full force and effect and shall be construed in order to carry out the intentions of the Parties hereto.

6. The Parties have expressly requested that the present Agreement and any related documents, including schedules and annexes, be drafted in English. C'est à la demande expresse des parties que la presente convention ainsi que tout document s'y afferant, y compris les exhibits et annexes, scient rediges en anglais.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

STRAGEN PHARMA SA

Per: *(s) Antoine Tétard*

Name: Antoine Tétard
Title: General Manager
Date: September 10, 2014

RANBAXY PHARMACEUTICAL CANADA

Per: *(s) Paul Drake*

Name: Paul Drake
Title: President & GM
Date:

ASPRI PHARMACETUICAL CANADA INC.

Per: *(s) Sybil Dahan*

Name: Sybil Dahan
Title: President
Date: September 4, 2014

ANNEXA

(Representation purposes only)

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