

Assignment and Assumption Agreement

Assignment and Assumption Agreement dated for reference this 21<sup>st</sup> day of April 2017, between BIODE VENTURES LTD., a company organized under the laws of the Province of British Columbia (the “**Seller**”) and BIOHEP TECHNOLOGIES LTD., a company organized under the laws of the Province of British Columbia (the “**Purchaser**”).

WHEREAS, the Seller has agreed to assign to the Purchaser the Seller’s rights, benefits and privileges under the Migenix Cutanea Exclusive License Agreement effective as of December, 2005 between Migenix, Inc. and Cutanea Life Sciences, Inc. (“**Cutanea**”) to which it is a party by way of previous assignments.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in this Assignment and Assumption Agreement, the parties hereto hereby agree as follows:

1. The Seller hereby assigns, transfers and conveys to the Purchaser the rights, benefits and privileges of the Seller under the:

Migenix Cutanea Exclusive License Agreement effective as of December, 2005 between Migenix, Inc. and Cutanea Life Sciences, Inc. (the “License Agreement”); and

Patents listed in the attached Schedule A (the “Patents”)

2. The Purchaser shall pay to the Seller \$450,000 for the assignment of the License Agreement and the Patents by issuing to the Seller a number of shares of the Seller calculated in accordance with the following formula:

$\$450,000 / (\text{Value of the Purchaser} / \text{number of the issued and outstanding shares of the Purchaser}).$

3. In consideration of the foregoing, the Purchaser hereby assumes, and shall pay or discharge, or cause to be paid or discharged, the operating liabilities and obligations of the Seller under the License Agreement that remain undischarged as of the date hereof, but not including any liabilities not incurred by the Seller in the ordinary course of its business.

4. The Seller hereby constitutes and appoints the Purchaser, its successors and assigns, the true and lawful attorney or attorney of the Seller, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of the Purchaser, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the Purchaser, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the assets hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any said assets, and generally to do any and all such acts and things in relation thereto as

Purchaser, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The Seller declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Seller.

5. This instrument and all of its terms shall inure to the benefit of and shall bind the Seller and the Purchaser and their respective successors and assigns.

6. This Assignment and Assumption Agreement and its completion are subject to the Seller completing an amalgamation pursuant to the Amalgamation Agreement among the Seller, Exro Technologies Inc. and 1089001 B.C. Ltd. dated for reference November 7, 2016 (the "Amalgamation Agreement") and the consent of to the assignment of the License Agreement and the Patents by Cutanea.

7. The Seller and the Purchaser shall execute all documents required to complete the assignment of the Patents.

8. The License Agreement shall be assigned, and the Patents shall be transferred by the Seller to the Purchaser, and the Purchaser shall issue the number of shares calculated pursuant to section 2 of this Assignment and Assumption Agreement, on the date shown on the certificate of amalgamation to be issued pursuant to the Amalgamation Agreement or another date as may be agreed by the parties (the "Closing Date").

9. This Assignment and Assumption Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their officers thereunto duly authorized on the date first above written.

**BIODE VENTURES LTD.**

By: "*Chester Shynkaryk*"  
Name: Chester Shynkaryk  
Title: CEO

**BIOHEP TECHNOLOGIES LTD.**

By: "*Bruce Schmidt*"  
Name: Bruce Schmidt  
Title: CEO

**Schedule A**

To the Assignment and Assumption Agreement dated April 21, 2017, between BIODE VENTURES LTD., a company organized under the laws of the Province of British Columbia (the “Seller”) and BIOHEP TECHNOLOGIES LTD., a company organized under the laws of the Province of British Columbia (the “Purchaser”)

Cutanea - Licensed Patent Portfolio

Title: **Composition and Methods for Treating Infections Using Analogues of Indolicidin**

Country	MBM File	Serial No.	Patent No.	Status
US				ISSUED
JP				ISSUED
US				ISSUED

Title: **Antimicrobial Cationic Peptides and Formulations Thereof**

Country	MBM File	Serial No.	Patent No.	Status
CA				PUBLISHED
US				ISSUED
US				ISSUED
US				PENDING
US				PENDING
JP				ISSUED
JP				ISSUED
JP				PENDING
US				ISSUED

Title: **Compositions and Methods for Treating Infections Using Cationic Peptides Alone or in Combination with Antibiotics**

Country	MBM File	Serial No.	Patent No.	Status
US				ISSUED
US				ISSUED