
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

August 4, 2016

Date of Report (Date of Earliest Event Reported)

INTELGENX TECHNOLOGIES CORP.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation)

000-31187

(Commission File
Number)

870638336

(IRS Employer Identification
No.)

6420 Abrams, Ville St- Laurent, Quebec, Canada

(Address of principal executive offices)

H4S 1Y2

(Zip Code)

Registrant's telephone number, including area code: **(514) 331-7440**

Check the appropriate box below if the Form 8K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFR 240.14a -12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
-

Item 1.01 Entry into a Material Definitive Agreement.

On August 4, 2016, IntelGenx Corp. (the “Company”), a wholly owned subsidiary of IntelGenx Technologies Corp., entered into a royalty purchase agreement (the “Agreement”) with SWK Funding LLC (“SWK”). Pursuant to the Agreement, the Company sold certain interests related to Forfivo XL[®] to SWK.

Under the terms of the Agreement, SWK paid the Company \$6 million in return for: (i) 100% of any and all royalties (as defined in the Edgemont Pharmaceuticals, LLC (“Edgemont”) License Agreement) or similar royalty amounts received on or after April 1, 2016, (ii) 100% of the \$2 million milestone payment upon Edgemont reaching annual net sales of \$15 million, and (iii) 35% of all potential future milestone payments.

The Agreement also contains customary representations, warranties, covenants and indemnities.

A copy of the Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The description of the Agreement in this Current Report on Form 8-K is a summary and is qualified in its entirety by reference to the complete text of Agreement.

The transaction closed on August 5, 2016.

Item 2.01 Completion or Acquisition or Disposition of Assets.

The information included under “Entry into a Material Definitive Agreement” under Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 8.01 Other Events.

On August 4, 2016, the Company issued a press release attached hereto as Exhibit 99.1

The information furnished pursuant to this Item 8.01, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing under the United States Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing

Exhibit	Description
10.1	Royalty Purchase Agreement dated August 4, 2016
99.1	News Release dated August 5, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTELGEX TECHNOLOGIES CORP.

Dated: August 8, 2016

/s/ Horst G. Zerbe

Horst G. Zerbe

President and Chief Executive Officer

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Page

<u>ARTICLE I D E F I N I T I O N S ; I N T E R P R E T A T I O N</u>	<u>1</u>
Section 1.1 Definitions	1
Section 1.2 Certain Interpretations	5
<u>ARTICLE II P U R C H A S E A N D S A L E O F P U R C H A S E D R E C E I V A B L E S</u>	<u>6</u>
Section 2.1 Purchase and Sale of Purchased Receivables.	6
Section 2.2 No Purchase or Sale of Excluded Assets	6
Section 2.3 No Obligations Transferred	7
Section 2.4 Sale	7
Section 2.5 Nonassignable Assets	7
Section 2.6 Power of Attorney	8
Section 2.7 No Guarantee of Purchased Receivables	8
<u>ARTICLE III C L O S I N G</u>	<u>8</u>
Section 3.1 Closing	8
Section 3.2 Payment of Purchase Price	9
Section 3.3 Seller's Secretary Certificate	9
Section 3.4 Bill of Sale and Assignment	9
Section 3.5 Tax Forms	9
Section 3.6 Edgemont Consent and Payment Instruction Letter	9
Section 3.7 Receipt	9
<u>ARTICLE IV S E L L E R ' S R E P R E S E N T A T I O N S A N D W A R R A N T I E S</u>	<u>9</u>
Section 4.1 Existence	9
Section 4.2 Authorization	9
Section 4.3 Enforceability	10
Section 4.4 Absence of Conflicts	10
Section 4.5 Consents	10
Section 4.6 Litigation	10
Section 4.7 Brokers Fees	10
Section 4.8 Product Agreements.	11
Section 4.9 Title to Purchased Receivables	12
Section 4.10 Product Related IP.	13
Section 4.11 Development of Competitive Products	13
Section 4.12 Compliance with Laws	13
Section 4.13 UCC and Code Representations and Warranties	14
Section 4.14 Solvency	14
<u>ARTICLE V P U R C H A S E R ' S R E P R E S E N T A T I O N S A N D W A R R A N T I E S</u>	<u>14</u>
Section 5.1 Existence	14
Section 5.2 Authorization	14
Section 5.3 Enforceability	14
Section 5.4 Absence of Conflicts	15

Section 5.5	Consents	15
Section 5.6	Litigation	15
Section 5.7	Brokers Fees	15
ARTICLE VI COVENANTS		15
Section 6.1	Performance of Product Agreements	15
Section 6.2	Misdirected Payments; Offsets by Counterparties.	15
Section 6.3	Royalty Reports; Notices; Correspondence.	16
Section 6.4	Inspections and Audits of Counterparties.	17
Section 6.5	Amendment of Product Agreements; Waivers	17
Section 6.6	Enforcement of Product Agreements.	17
Section 6.7	Termination of Product Agreements	18
Section 6.8	Approval of Assignments of Product Agreements.	18
Section 6.9	Consent and Instruction Letter	19
Section 6.10	Public Announcements; Use of Names	19
Section 6.11	Taxes	19
Section 6.12	Remittance of Previously Received Purchased Receivables; Further Actions	19
Section 6.13	Intellectual Property Matters.	20
Section 6.14	Additional License Agreements	20
ARTICLE VII INDEMNIFICATION		21
Section 7.1	Obligation of Parties to Indemnify.	21
Section 7.2	Procedures Relating to Indemnification for Third Party Claims.	22
Section 7.3	Procedures Relating to Indemnification for Other Claims	23
Section 7.4	Exclusive Remedy	23
Section 7.5	Survival	24
Section 7.6	Limitations on Damages	24
ARTICLE VIII MISCELLANEOUS		25
Section 8.1	Headings	25
Section 8.2	Notices	25
Section 8.3	Expenses	26
Section 8.4	Assignment	26
Section 8.5	Successors and Assigns	26
Section 8.6	Amendment and Waiver.	26
Section 8.7	Entire Agreement	27
Section 8.8	Independent Contractors	27
Section 8.9	No Third Party Beneficiaries	27
Section 8.10	Governing Law	27
Section 8.11	Jurisdiction; Venue; Service Of Process; Waiver of Jury Trial	27
Section 8.12	Equitable Remedies	28
Section 8.13	Severability	28
Section 8.14	Counterparts	28

List of Exhibits

- A Seller's Wire Transfer Instructions
- B Purchaser's Wire Transfer Instructions
- C Schedule of Exceptions to Seller's Representations and Warranties
- D Product Agreements (to be amended with any additional Product Agreements, if executed in the future)
- E Consent and Instruction Letter

INDEX OF DEFINED TERMS

<u>Additional License Agreements</u>	1
<u>Adverse Claim</u>	1
<u>Affiliate</u>	1
<u>Agreement</u>	1
<u>Bill of Sale</u>	9
<u>Business Day</u>	1
<u>Closing Date</u>	8
<u>Code</u>	2
<u>Consent</u>	2
<u>Consent and Instruction Letter</u>	9
<u>Contract</u>	2
<u>Control</u>	2
<u>Counterparties</u>	2
<u>Counterparty</u>	2
<u>Depomed</u>	1
<u>Depomed Agreements</u>	2
<u>Depomed License Agreement</u>	1
<u>Governmental Entity</u>	2
<u>Indemnified Party</u>	22
<u>Indemnifying Party</u>	22
<u>Intellectual Property</u>	2
<u>Judgment</u>	2
<u>Knowledge of Seller</u>	3
<u>Law</u>	3
<u>Losses</u>	21
<u>Modification</u>	17
<u>Net Sales</u>	3
<u>Nonassignable</u>	7
<u>Outstanding Litigation</u>	3
<u>Permitted Adverse Claim</u>	3
<u>Person</u>	4
<u>Proceeds</u>	4
<u>Product</u>	4
<u>Product Agreements</u>	4
<u>Product Related IP</u>	4
<u>Purchased Receivables</u>	4
<u>Purchaser</u>	1
<u>Purchaser Indemnified Party</u>	21
<u>Purchaser Material Adverse Effect</u>	4
<u>Royalty Payment</u>	4
<u>Royalty Reports</u>	5
<u>Seller</u>	1
<u>Seller Indemnified Party</u>	22
<u>Seller Material Adverse Effect</u>	5
<u>Third Party Claim</u>	22
<u>Transaction Documents</u>	5
<u>UCC</u>	5
<u>Upfront Payment</u>	5

THIS ROYALTY PURCHASE AGREEMENT (this “*Agreement*”) dated August 4, 2016 by and between INTELGENX CORPORATION, a Canadian corporation (“*Seller*”), and SWK FUNDING LLC, a Delaware limited liability company (“*Purchaser*”).

INTRODUCTION

Seller is a party to that certain License and Asset Transfer Agreement, dated as of February 13, 2012 (as amended by the First Amendment to License and Asset Transfer Agreement effective as of November 13, 2014, and as the same may be further amended, modified or supplemented hereafter, the “*Edgemont License Agreement*”), between Seller and Edgemont Pharmaceuticals, LLC, a Delaware limited liability company (“*Edgemont*”).

Seller desires to sell, transfer, assign and convey to Purchaser, and Purchaser desires to purchase, acquire and accept from Seller, all of Seller’s right, title and interest in and to the Purchased Receivables (as defined below), for the consideration and on the terms and subject to the conditions set forth in this Agreement.

In consideration of the representations, warranties, covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS ; INTERPRETATION

Section 1.1 Definitions. For purposes of this Agreement, the following capitalized terms have the meanings specified below:

“*Additional License Agreements*” means any additional revenue generating agreements entered into by Seller with Counterparties with respect to the sale, manufacture, marketing, distribution or licensing of the Product within the United States, as well as any and all sub-license agreements entered into by such Counterparty and any and all other related agreements by and between Seller and such Counterparty, or such Counterparty and a sub-licensee, as applicable with respect to the sale, manufacture, marketing, distribution or license of the Product within the United States.

“*Adverse Claim*” means a lien, title defect, pledge, security interest, charge or encumbrance, or other right or claim in or on any Person’s assets or properties in favor of any other Person.

“*Affiliate*” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

“*Business Day*” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions located in New York, New York, or Montreal, Quebec are permitted or required by applicable Law to remain closed.

“ *Code* ” means the Civil Code of Québec as in effect in the Province of Quebec.

“ *Consent* ” means any consent, approval, license, permit, order, authorization, registration, filing or notice.

“ *Contract* ” means any contract, lease, license, indenture, instrument or other agreement.

“ *Control* ” and its derivatives mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other voting interests, by contract or otherwise.

“ *Counterparties* ” and “ *Counterparty* ” means Edgemont and any other Persons counterparty to an Additional License Agreement.

“ *Edgemont Agreements* ” means the Edgemont License Agreement, the Sublicense Agreement and any sub-license agreements concerning the Product entered into by Edgemont and any and all other related agreements concerning the Product by and between Seller and Edgemont, or Edgemont and a sub-licensee and/or a third party, as applicable, in each case only to the extent that such agreements relate to sale, manufacture, marketing, distribution or license of the Product within the United States.

“ *FDA* ” means the United States Food and Drug Administration.

“ *Governmental Entity* ” means any United States, Canadian or other foreign (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority, or power of any nature, including any arbitral tribunal.

“ *Intellectual Property* ” means, with respect to any Person, all intellectual property owned or licensed (as licensor or licensee) by such Person and in which such Person has a pecuniary interest, including (i) all patents, patent applications, and inventions and discoveries that may be patentable, (ii) all know-how, trade secrets, software, technical information, data, registrations, applications for governmental approvals, inventions, processes, devices, improvements, formulations, discoveries, compositions, ingredients, research, developments, best practices (including clinical pathways), formulae, protocols, standards, methods, techniques, designs, quality control practices and information, research and test procedures and information, and safety, environmental and health practices and information, (iii) all confidential or proprietary information, commercial information, management systems, business processes and practices, trial results and files, procurement practices and information, supplier qualification and approval practices and information, training materials, sales and marketing materials, advertising and promotional materials and (iv) all rights in any jurisdiction to limit the use or disclosure of any of the foregoing, and rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing. “ *Judgment* ” means any judgment, order, ruling, injunction, assessment, award, writ or decree of any Governmental Entity or arbitrator.

“ *Knowledge of Seller* ” means the actual knowledge of Horst Zerbe and Andre Godin after reasonable inquiry. “Known to Seller” has the correlative meaning “ *Law* ” means any law, statute, code, rule, regulation or ordinance of any Governmental Entity and all Judgments.

“ *Licensed Know-How* ” means all information (other than that contained in the Patents) whether patentable or not and physical objects related to the Product, including but not limited to Product data, Product-related results and information including but not limited to, clinical data, analytical test methods, validation and results, non-clinical pharmacology and safety data, other R&D data, regulatory documentation, manufacturing and formulation information of a like nature, all provided that the Licensed Know-How is known to, generated by, vested in (or licensed to) and/or controlled by Seller.

“ *NDA* ” means the new drug application for the Product submitted to the FDA on or about March 31, 2009 and received by the FDA on or about April 6, 2009, having been assigned NDA #22-497 by the FDA, and approved by the FDA on or about November 10, 2011, including all amendments and supplements thereto.

“ *Net Sales* ” shall have the meaning as set forth in the Edgemont License Agreement, but shall be deemed to include (i) any equivalent or similar net sales definition as set forth in any Product Agreement other than the Edgemont Agreements, and (ii) in the case of any direct sales or marketing of the Product by Seller, its Affiliates or their respective sub-licensees within the United States, other than pursuant to a Product Agreement, any and all gross amounts billed or invoiced by Seller, such Affiliate or sub-licensees, less all the deductions as set forth in the Net Sales definition of the Edgemont License Agreement, in each case stemming from or relating to the sale or other transfer of the Product within the United States.

“ *Outstanding Litigation* ” means any litigation matters described in Exhibit C hereto.

“ *Patents* ” means all Product-related intellectual property including but not limited to (a) U.S. patents and patent applications, including without limitation U.S. Patent Number 7,674,479, (b) any substitutions, divisions, continuations, continuations-in-part (but only to the extent that they cover the same invention claimed in the foregoing), reissues, renewals, registrations confirmations, re-examinations, extensions, supplementary protection certificates and the like, and nay provisional applications, of any such patents or patent applications, and (c) any foreign or international equivalent of any of the foregoing, of which Seller is the owner, controller or licensee.

“ *Permitted Adverse Claim* ” means (i) any Adverse Claim in favor of Purchaser created pursuant to this Agreement or (ii) any Adverse Claim as to which no enforcement collection, execution, levy or foreclosure proceeding shall have been commenced or threatened that secures the payment of taxes, assessments and governmental charges or levies, if and to the extent the same are either (x) not yet due and payable or (y) being contested in good faith and as to which adequate reserves have been provided, in any case with respect to clause (ii) only to the extent such Adverse Claim could not reasonably be expected to have a Seller Material Adverse Effect.

“ *Person* ” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, association, unincorporated organization, Governmental Entity or other entity or organization.

“ *Proceeds* ” means any amounts but only to the extent both: (i) related to the Purchased Receivables, and (ii) actually recovered by Seller from a Person as a result of any settlement or resolution of any actions, suits, proceedings, claims or disputes.

“ *Product* ” means extended release tablets that contain 450 mg of bupropion hydrochloride as approved in the NDA.

“ *Product Agreements* ” means the Edgemont Agreements and any Additional License Agreements.

“ *Product Related IP* ” means the Intellectual Property related to the Product that is owned or licensed (as licensor or licensee) by Seller, any Counterparty or their Affiliates, including, without limitation, the Patents, the Product Trademark, the Licensed Know-How and the Product, or any part thereof.

“ *Product Trademark* ” means the trademark FORFIVO TM associated with the Product, any other related trademark, service mark or domain name containing the word “FORFIVO” (whether registered or unregistered).

“ *Purchased Receivables* ” means all (whether paid or payable) Royalty Payments paid or payable to Seller accruing on or after April 1, 2016.

“ *Purchaser Material Adverse Effect* ” means any one or more of (i) a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement and perform its obligations under this Agreement or (ii) a material adverse effect on the validity or enforceability of this Agreement or the rights of Seller hereunder.

“ *Royalty Payment* ” means the following royalty payments, or any other amounts which are received relating to Net Sales of the Product within the United States whether pursuant to a Product Agreement or otherwise (in the case of any direct sales in the United States or manufacture of a Product by or on behalf of Seller or its Affiliate), (i) 100% of any and all Royalties (as defined in the Edgemont License Agreement) or similar royalty amounts paid or payable to Seller or its Affiliate pursuant to or in connection with the Edgemont License Agreement and any other Edgemont Agreement, (ii) 100% of the \$2,000,000 payment to be made to Seller pursuant to the Edgemont License Agreement once Annual Net Sales reach \$15,000,000 for the first time during Successful Commercialization (as each such capitalized term in clause (ii) is defined in the Edgemont License Agreement), (iii) 35% of all other conditional fees, non-refundable incentive fees, and milestone payments (other than the milestone payment described in clause (ii) hereof) paid or payable to Seller under Section 7 of the Edgemont License Agreement, and (iv) any other royalty or similar payments or Upfront Payments paid or payable to Seller or its Affiliate pursuant to or in connection with any Additional License Agreement.

“*Royalty Reports*” means the reports delivered by a Counterparty pursuant to the applicable Product Agreement in respect of Net Sales.

“*Seller Material Adverse Effect*” means any one or more of: (i) a material adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement and perform its obligations under this Agreement or any Product Agreement, (ii) a material adverse effect on the validity or enforceability of this Agreement or any Product Agreement or the rights of Purchaser hereunder or (iii) a material adverse effect on the rights of Seller under any Product Agreement.

“*Sublicense Agreement*” means that certain Authorized Generic and Sublicense Agreement, dated November 20, 2014, among Edgemont, Wockhardt, Ltd., Wockhardt Bio AG and Wockhardt USA, LLC.

“*Subsidiary*” means, with respect to any Person, any other Person of which more than 50% of the outstanding Voting Securities of such other Person is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more other Subsidiaries of such Person or by one or more other Subsidiaries of such Person.

“*Transaction Documents*” means this Agreement, the Bill of Sale and all of the other agreements, documents, letters and certificates executed or delivered in connection herewith.

“*UCC*” means the Uniform Commercial Code as in effect in the State of New York or the District of Columbia, as applicable.

“*United States*” means the United States of America and its territories and possessions, including the Commonwealth of Puerto Rico, and any installation, territory or location or jurisdiction under the control of the government of the United States of America.

“*Upfront Payment*” means any payment from a Counterparty pursuant to an Additional License Agreement payable at the time such agreement is executed.

Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the applicable Product Agreement. In the event a capitalized term used herein is defined in both this Agreement and a Product Agreements, the meaning given to such term in this Agreement shall control.

Section 1.2 Certain Interpretations. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement:

- (a) “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”;

(b) “hereof,” “hereto,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) references to a Contract mean such Contract as amended, modified or supplemented and including any annexes, exhibits and schedules attached thereto, in each case to the extent not prohibited by such Contract or this Agreement;

(d) references to a Person are also to its permitted successors and assigns;

(e) references to an “Article,” “Section,” “Exhibit” or “Schedule” refer to an Article or Section of, or an Exhibit or Schedule to, this Agreement;

(f) references to “\$” or otherwise to dollar amounts refer to the lawful currency of the United States;

(g) references to a Law include any amendment or modification to such Law and any rules and regulations issued thereunder, whether such amendment or modification is made, or issuance of such rules and regulations occurs, before or after the date of this Agreement; and

(h) references to this “Agreement” shall include a reference to all Schedules and Exhibits attached to this Agreement (including the Schedule of Exceptions attached hereto as Exhibit C.), all of which constitute a part of this Agreement and are incorporated herein for all purposes.

ARTICLE II

P URCHASE AND S ALE OF P URCHASED R ECEIVABLES

Section 2.1 Purchase and Sale of Purchased Receivables.

(a) *Purchase and Sale.* Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of all Adverse Claims (other than Permitted Adverse Claims or Adverse Claims arising through Purchaser), all of Seller’s right, title and interest in and to the Purchased Receivables.

(b) *Purchase Price.* The purchase price for the Purchased Receivables shall be \$6,000,000 (the “*Purchase Price*”), less Purchaser’s out-of-pocket fees, costs and expenses (including legal fees) and other amounts (the “*Purchaser’s Expenses*”), payable by Purchaser to Seller on the Closing Date as required by Section 8.3 hereof.

Section 2.2 No Purchase or Sale of Excluded Assets. Except for the Purchased Receivables and as otherwise set forth in this Agreement, Seller shall retain all of its right, title and interest in and to the Product, and all rights to the Product and rights under the Product Agreement and any Additional License Agreements are excluded from the sale, transfer, assignment and conveyance to Purchaser under this Agreement.

Section 2.3 No Obligations Transferred. Notwithstanding anything to the contrary contained in this Agreement, (a) the sale, transfer, assignment and conveyance to Purchaser of the Purchased Receivables pursuant to this Agreement shall not in any way subject Purchaser to, or transfer, affect or modify, any obligation or liability of Seller under any Product Agreement and (b) Purchaser expressly does not assume or agree to become responsible for any obligation or liability of Seller under any Product Agreement or otherwise.

Section 2.4 Sale. It is the intention of the parties hereto that the sale, transfer, assignment and conveyance contemplated by this Agreement shall constitute a sale of the Purchased Receivables from Seller to Purchaser and not a financing transaction, borrowing or loan; and accordingly, Seller and Purchaser will treat the sale, transfer, assignment and conveyance of the Purchased Receivables as sales of "accounts" for accounting purposes, and Seller hereby authorizes Purchaser or its designee, from and after the Closing Date, to execute, record and file such financing statements (and continuation statements with respect to such financing statements when applicable) naming Seller as the seller/debtor and Purchaser as the purchaser/secured party of the Purchased Receivables as may be necessary to perfect such sale in accordance with the UCC and the Code, as applicable. If, notwithstanding the intent of the parties hereto in this regard, the sale, transfer, assignment and conveyance contemplated hereby is held not to be a sale, this Agreement shall constitute a security agreement and Seller does hereby grant to Purchaser a security interest and hypothec in and to the Purchased Receivables, whether now owned or hereafter acquired or arising, and wherever located, and any proceeds, to secure payment to Purchaser of amounts equal to the Purchased Receivables as they are paid under the Product Agreements, and Seller does hereby authorize Purchaser to file such financing statements (and continuation statements with respect to such financing statements when applicable) as may be necessary to perfect its security interest. Seller waives, to the maximum extent permitted by law, any right to contest or otherwise assert that this Agreement is other than a true, complete, absolute and irrevocable sale by Seller to Purchaser of the Purchased Receivables under applicable Law, which waiver shall be enforceable, to the maximum extent permitted by law, against Seller in any bankruptcy or insolvency proceeding relating to Seller. The sale, transfer, assignment and conveyance of the Purchased Receivables shall be reflected on Seller's financial statements and other records as a sale of assets to Purchaser. Seller agrees that in any consolidated financial statements of Seller it shall indicate that the Purchased Receivables are the assets of Purchaser.

Section 2.5 Nonassignable Assets. Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any asset included in the Purchased Receivables, including any Contract, approval, authorization or other right, which by its terms or by Law is nonassignable without the consent of a third party or is cancelable by a third party in the event of an assignment ("*Nonassignable Assets*") unless and until such consent shall have been obtained or to the extent any such assignment restriction is removed or expires by its term. Seller shall use its commercially reasonable efforts to cooperate with Purchaser in endeavoring to obtain such consents promptly. In the event consents to the assignment thereof cannot be obtained, such Nonassignable Assets shall be held by Seller in trust for Purchaser and the covenants and obligations thereunder shall be performed by Seller in Purchaser's name and all benefits and obligations existing thereunder shall be for Purchaser's account. Seller shall take such actions as Purchaser may reasonably request so as to provide Purchaser with the benefits of the Nonassignable Assets and to effect collection of money or other consideration that becomes due and payable under the Nonassignable Assets, and Seller shall promptly pay over to Purchaser all money or other consideration received by it in respect of all Nonassignable Assets.

Section 2.6 Power of Attorney. As of and from the Closing Date, Seller on behalf of itself and its Affiliates hereby irrevocably constitutes and appoints Purchaser, to the extent permitted by applicable Law and the terms of the Nonassignable Assets, with full power of substitution, as Seller's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Seller and in the name of Seller or in its own name, from time to time in Purchaser's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and the Bill of Sale and, without limiting the generality of the foregoing, to the extent that Seller has the right under applicable Law and any applicable Contract, Seller hereby grants to Purchaser the power and right, on behalf of Seller, to the extent Seller has the legal power or right to do such act for its own benefit without notice to or assent by Seller, and at any time, to do the following: (a) pay or discharge any taxes, liens, security interests, or other encumbrances or other Adverse Claims levied or placed on or threatened against the Purchased Receivables (other than Adverse Claims arising through Purchaser); (b) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of Seller in and under the Purchased Receivables and other matters relating thereto; (c) execute, in connection with the transfer of title, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Purchased Receivables, (d) to perform all the obligations and receive all the benefits of Seller under the Nonassignable Assets, and (e) defend, exercise or enforce any of Seller's rights under the Product Agreements in any manner reasonably necessary or advisable to protect Purchaser's rights under this Agreement and appoint Purchaser their attorneys-in-fact to act in their name on their behalf. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Seller without Purchaser's written consent. If reasonably requested by Purchaser, Seller shall execute a stand-alone power of attorney consistent with the terms of this Section 2.6 to enable Purchaser to present such power of attorney to other parties without disclosing this Agreement.

Section 2.7 No Guarantee of Purchased Receivables. Seller makes no guarantee to Purchaser that Net Sales of the Product will equal any minimum amount or that Royalty Payments or Purchased Receivables will equal any minimum amount. So long as Seller complies with the terms of this Agreement, the Purchase Price is not subject in whole or in part to any reduction, discount or set-off due to the Net Sales, Royalty Payments, or Purchased Receivables created under the Product Agreements.

ARTICLE III

CLOSING

Section 3.1 Closing. The closing of the purchase and sale of the Purchased Receivables shall take place at the offices of Holland & Knight LLP, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, at 10:00 a.m. Dallas time on August 4, 2016 (the "*Closing Date*").

Section 3.2 Payment of Purchase Price. On the Closing Date, Purchaser shall deliver to Seller the Purchase Price less the Purchaser's Expenses, by wire transfer of immediately available funds to the account set forth in Exhibit A.

Section 3.3 Seller's Secretary Certificate. On the Closing Date, Seller shall deliver to Purchaser a certificate of the Secretary of Seller, dated the Closing Date, certifying as to (i) the incumbency of the officer of Seller executing this Agreement and (ii) the attached copies of Seller's organizational documents and resolutions adopted by Seller's Board of Directors authorizing the entry into this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby.

Section 3.4 Bill of Sale and Assignment. On the Closing Date, Seller and Purchaser shall each deliver to the other party hereto a duly executed bill of sale and assignment in form and substance acceptable to Purchaser in its sole discretion and evidencing the sale and assignment to Purchaser of the Purchased Receivables (the "*Bill of Sale*").

Section 3.5 Tax Forms. Prior to the Closing Date, Purchaser shall deliver to Seller a valid and properly executed IRS Form W-9, certifying that Purchaser is exempt from United States federal withholding tax with respect to all payments with respect to the Purchased Receivables.

Section 3.6 Edgemont Consent and Payment Instruction Letter. Set forth as Exhibit E is an executed consent and payment instruction letter, duly executed by Edgemont and Seller (the "*Consent and Instruction Letter*").

Section 3.7 Receipt. On the Closing Date, Seller shall deliver to Purchaser a duly executed receipt for payment of the Purchase Price.

ARTICLE IV

S ELLER ' S R EPRESENTATIONS AND W ARRANTIES

Except as otherwise set forth on Exhibit C, Seller hereby represents and warrants to Purchaser as of the date hereof:

Section 4.1 Existence. Seller is a corporation duly organized, validly existing and in good standing under the laws of Canada. Seller has all power and authority, and all Consents of all Governmental Entities, required to own its property and conduct its business as now conducted and to exercise its rights and to perform its obligations under this Agreement and the Product Agreements. Seller is duly qualified to transact business and is in good standing in every jurisdiction in which such qualification or good standing is required by applicable Law, except as individually or in the aggregate would not result in a Seller Material Adverse Effect.

Section 4.2 Authorization. Seller has the corporate power to enter into the Transaction Documents and to consummate the transactions contemplated thereby. The entry into the Transaction Documents, and the consummation of the transactions contemplated thereby, have been duly authorized by Seller. Each of the Transaction Documents to which Seller is a party has been duly executed and delivered by Seller.

Section 4.3 Enforceability. Each of the Transaction Documents to which Seller is a party constitutes a valid, binding and enforceable obligation of Seller, except as may be limited by general principles of equity (regardless of whether considered in a proceeding at law or in equity) and by applicable bankruptcy, insolvency, and other laws of general application relating to or affecting creditors' rights generally.

Section 4.4 Absence of Conflicts. The execution, delivery and performance by Seller of the Transaction Documents to which it is a party and the consummation of the transactions contemplated therein do not and will not (a) contravene any provision of Seller's organizational and governing documents, (b) constitute a breach of, or result in a default under or cause the acceleration of any payments pursuant to, any Contract (including, without limitation, any Product Agreement) to which Seller or any of its Subsidiaries is a party or by which any of their respective assets or properties are bound, except as individually or in the aggregate would not result in a Seller Material Adverse Effect, (c) violate any provision of Law applicable to Seller or any of its Subsidiaries, except as individually or in the aggregate would not result in a Seller Material Adverse Effect, or (d) result in or require the creation or imposition of any Adverse Claim on the Purchased Receivables (in each case except as created by this Agreement) other than a Permitted Adverse Claim.

Section 4.5 Consents. Except as disclosed on Exhibit C, and other than the Consent and Instruction Letter, the UCC financing statements and the registration of the hypothec under the Code required to be filed under this Agreement, the execution and delivery by Seller of the Transaction Documents to which Seller is party, the performance by Seller of its obligations hereunder and thereunder and the consummation of any of the transactions contemplated hereunder and thereunder (including the sale, assignment, transfer and conveyance of the Purchased Receivables to Purchaser and the granting of the security interest therein) do not require any Consent from, notice to, action or registration by or filing with any Governmental Entity or any other Person.

Section 4.6 Litigation. Except as disclosed on Exhibit C, there is no (a) action, suit, arbitration proceeding, claim, demand, citation, summons, subpoena, investigation or other proceeding (whether civil, criminal, administrative, regulatory, investigative or informal) pending or, to the Knowledge of Seller, threatened in respect of the Purchased Receivables, the Product or otherwise, at law or in equity, or (b) inquiry or investigation (whether civil, criminal, administrative, regulatory, investigative or informal) by or before a Governmental Entity pending or, to the Knowledge of Seller, threatened against Seller or any of its Subsidiaries in respect of the Product, the Purchased Receivables or otherwise, that, in either case, (i) if adversely determined, could reasonably be expected to result in a Seller Material Adverse Effect, or (ii) challenges or seeks to prevent or delay the consummation of any of the transactions contemplated by any of the Transaction Documents. To the Knowledge of Seller, no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such action, suit, arbitration, claim, investigation, proceeding or inquiry.

Section 4.7 Brokers Fees. Other than fees payable solely by Seller to its advisors, there is no investment banker, broker, finder, financial advisor or other intermediary who has been retained by or is authorized to act on behalf of Seller who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

Section 4.8 Product Agreements.

(a) *Product Agreements*. Attached hereto as Exhibit D is a true, correct and complete listing of each of the Product Agreements, along with all exhibits, schedules and other attachments thereto and all amendments and modifications thereto as of the Closing Date, true and correct copies of which have previously been provided to Purchaser.

(b) *Validity and Enforceability of Product Agreements*. Each of the Product Agreements is a valid, binding and enforceable obligation of Seller, if Seller is a party thereto, and to the Knowledge of Seller, of the Counterparties, as applicable, except as may be limited by general principles of equity (regardless of whether considered in a proceeding at law or in equity) and by applicable bankruptcy, insolvency, and other laws of general application relating to or affecting creditors' rights generally. Seller has not received any written notice from any Counterparty challenging the validity or enforceability of any Product Agreement or any obligation of such parties to pay the Royalty Payments or perform their respective obligations thereunder, nor, to the Knowledge of Seller, has any Counterparty given or received any such notice.

(c) *No Waivers, Releases*. Seller has not granted any material acknowledgement, settlement or waiver under any Product Agreement and has not released any Counterparty in whole or in part, from any of its material obligations under the Product Agreements, except, in each case, to the extent set forth in the Product Agreements. To the Knowledge of Seller, no Counterparty has granted any material waiver under the Product Agreements to any other Person, nor has any Counterparty released any other Person in whole or in part, from any of its material obligations under the Product Agreements.

(d) *No Termination, Force Majeure, etc.* Seller has not (i) given any Counterparty any notice of termination of any of the applicable Product Agreements or of Force Majeure thereunder or (ii) received from any Counterparty any written notice of termination of any of the Product Agreements or of Force Majeure thereunder, nor, to the Knowledge of Seller, has any Counterparty given or received any such notice. To the Knowledge of Seller, no event has occurred and is continuing that would give any party to the Product Agreements a right to terminate any of the Product Agreements. Seller has not received any notice from any Counterparty expressing any intention or desire to terminate any of the Product Agreements, nor, to the Knowledge of Seller, has any Counterparty given or received any such notice.

(e) *No Breaches*. Seller has not breached any provision of the Product Agreements in any material respect, and, to the Knowledge of Seller, no Counterparty has breached any provision of the applicable Product Agreements in any material respect.

(f) *Royalty Reports*. Seller has made available to Purchaser complete and accurate copies of all Royalty Reports delivered by Counterparties, and received by, Seller prior to the date hereof.

(g) *Payments Made*. As of the Closing Date, Seller has received from each Counterparty (or its predecessor in interest), as applicable, the full amount of all Royalty Payments required to be made pursuant to the applicable Product Agreements. Except as set forth on Exhibit C, none of the Royalty Payments listed in the Royalty Reports were received from the applicable Counterparty (or its predecessor in interest) more than ten (10) calendar days after the due date therefor.

(h) *No Royalty Deductions* . The Royalty Payments have not been, and to the Knowledge of Seller are not, as of the date hereof, subject to any deductions or offsets.

(i) *Sublicenses* . Except as attached hereto as Exhibit D, Seller has not received any written notice of, and, to the Knowledge of Seller, no Counterparty (or its predecessor in interest, as applicable) has granted, any sublicense of such Counterparty's rights under the applicable Product Agreements.

(j) *No Assignments* . Except for the Sublicense Agreement, Seller has not consented to any assignment by a Counterparty of, and, to the Knowledge of Seller, no Counterparty has assigned any of, the Product Agreements or any part thereof. Except as contemplated by this Agreement, Seller has not assigned, in whole or in part, and has not granted any liens upon or security interests with respect to, the Product Agreements or the Receivables.

(k) *Audits* . Other than an audit performed by Seller completed on July 5, 2016 (the "*Audit*"), Seller has not initiated any audit or examination of the books and records of Edgemont (or its predecessor in interest) by an independent auditor in order to verify any previously-delivered Royalty Reports. Seller and Edgemont orally agreed that no adjustments will be made for any discrepancies discovered during the Audit.

(l) *Receivables* . Except as set forth on Exhibit C, to the Knowledge of Seller (without duty of reasonable inquiry), no event has occurred or fact exists that will lead to a material reduction of the amount or frequency of the Royalty Payments; *provided, however*, that the representation in this Section 4.8(l) shall not be construed as a guarantee of collectability by Seller of any amount of the Purchased Receivables.

(m) *No Conflicting Grants* . Seller has not granted any rights to the Patents, Product Trademarks or the Licensed Know-How that conflict with the rights granted to Edgemont under the Edgemont License Agreement.

(n) *No Other Agreements* . Other than the Product Agreements and the agreements set forth in Exhibit D hereto, there are no other Contracts between Seller and the Counterparties related to the Product, and to the Knowledge of Seller, there are no Product Agreements other than the Edgemont Agreements.

Section 4.9 Title to Purchased Receivables . Seller is the exclusive owner of the entire right, title (legal and equitable) and interest in and to the Purchased Receivables and has good, valid and indefeasible title thereto, free and clear of all Adverse Claims (other than Permitted Adverse Claims). The Purchased Receivables sold, assigned, transferred and conveyed to Purchaser on the Closing Date have not been pledged, sold, contributed, assigned, transferred or conveyed by Seller to any other Person. Seller has full right to sell, assign, transfer and convey the Purchased Receivables (and grant a security interest therein) to Purchaser. Upon the sale, assignment, transfer and conveyance by Seller of the Purchased Receivables to Purchaser, Purchaser shall acquire good, valid and indefeasible title to the Purchased Receivables free and clear of all Adverse Claims arising through the Seller, and shall be the exclusive owner of the Purchased Receivables.

Section 4.10 Product Related IP.

(a) Seller has not received any written notice of, and, to the Knowledge of Seller, there are not, any pending or threatened litigations, interferences, reexaminations, oppositions or like proceedings involving any Product Related IP.

(b) To the Knowledge of Seller, the Patents are valid and enforceable.

(c) Seller has the sole legal and/or beneficial title to all of the Product Related IP.

(d) Seller has not, and, to the Knowledge of Seller, no Counterparty has, received any written notice of any claim by any Person (including without limitation from any employees or former employees of Seller) challenging the ownership of the rights of Seller or the Counterparties in and to, or the validity or enforceability of, the Product Related IP, or asserting that the manufacture, sale, offer for sale or use of the Product infringes such Person's patents or other Intellectual Property rights, other than for any challenges having been finally settled with the claimants under certain settlement agreements as described on Exhibit C hereto.

(e) To the Knowledge of Seller (without duty of reasonable inquiry): (i) no third party Intellectual Property rights have been, or are infringed by the manufacture, sale, offer for sale or use of the Product, and (ii) no Person is infringing any of the Product Related IP.

(f) No actions, suits, claims, disputes, or proceedings are currently pending or, to the Knowledge of Seller, have been threatened, that could have an adverse effect on the Product or could impair Seller's ability to perform its obligations under the Edgemont License Agreement.

(g) To the Knowledge of Seller (without duty of reasonable inquiry): except as set forth on Exhibit C, no additional licenses to any patents (including patents owned or controlled by third parties) or know how, are required to develop, manufacture, use or sell the Product.

Section 4.11 Development of Competitive Products. None of Seller or any of its Affiliates is involved in the development of any products reasonably likely to lead to a reduction or termination of any Royalty Payments under the Product Agreements, nor, to the Knowledge of Seller, is any Counterparty engaging in any such development action.

Section 4.12 Compliance with Laws. None of Seller or any of its Subsidiaries (a) has violated or is in violation of, or, to the Knowledge of Seller, is under investigation with respect to or has been threatened to be charged with or been given notice of any violation of, any applicable Law or any Judgment, or (b) is subject to any Judgment except, in each case, to the extent any such violation, investigation, threat or Judgment could not reasonably be expected to have a Seller Material Adverse Effect. Each of Seller and its Subsidiaries is in compliance with the requirements of all Laws except to the extent any such failure to be in compliance could not reasonably be expected to have a Seller Material Adverse Effect.

Section 4.13 UCC and Code Representations and Warranties. Seller's exact legal name is, and since its formation has been, "IntelGenx Corp.". Seller's U.S. location, for purposes of Section 9-307 of the UCC is, and since its formation has been, the District of Columbia, and Seller's registered office for purposes of registration of the hypothec under the Code is, 6420 Abrams, Ville Saint-Laurent, Quebec, Canada.

Section 4.14 Solvency. Upon consummation of the transactions contemplated hereby and the application of the Purchase Price received by Seller on the Closing Date, (i) the present fair saleable value of Seller's assets is not less than the amount that will be required to pay its probable liabilities on its existing debts and other obligations, including contingent liabilities, as they become absolute and matured, (ii) Seller will not have unreasonably small capital with which to engage in its business, and (iii) Seller has not incurred, and does not have present plans or intentions to incur, debts or other liabilities beyond its ability to pay such debts or other liabilities as they become absolute and matured. The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual or matured liability.

ARTICLE V

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller that as of the date hereof:

Section 5.1 Existence. Purchaser is duly organized, validly existing and in good standing under the laws of its state of Delaware. Purchaser has all power and authority, and all Consents of all Governmental Entities, required to own its property and conduct its business as now conducted and to exercise its rights and to perform its obligations under this Agreement except where the failure to have such Consents could not reasonably be expected to have a Purchaser Material Adverse Effect. Purchaser is duly qualified to transact business and is in good standing in every jurisdiction in which such qualification or good standing is required by applicable Law except where the failure to be so qualified or in good standing could not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.2 Authorization. Purchaser has the requisite power to enter into this Agreement and to consummate the transactions contemplated hereby. The entry into the Transaction Documents, and the consummation of the transactions contemplated thereby, have been duly authorized by Purchaser. Each of the Transaction Documents to which Purchaser is a party has been duly executed and delivered by Purchaser.

Section 5.3 Enforceability. Each of the Transaction Documents to which Purchaser is a party constitutes a valid, binding and enforceable obligation of Purchaser, except as may be limited by general principles of equity (regardless of whether considered in a proceeding at law or in equity) and by applicable bankruptcy, insolvency, and other laws of general application relating to or affecting creditors' rights generally.

Section 5.4 Absence of Conflicts. The execution, delivery and performance of the Transaction Documents by Purchaser and the consummation of the transactions contemplated therein do not and will not (a) contravene any provision of Purchaser's certificate of formation, by-laws, or similar formation documents, (b) constitute a breach by Purchaser of, or result in a default under or cause the acceleration of any payments pursuant to any Contract to which Purchaser is a party or by which any of its assets are bound or (c) violate any provision of Law applicable to Purchaser, except in the case of clause (c) to the extent any such breach, default or violation could not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.5 Consents. Other than the UCC financing statements required to be filed under this Agreement, the registration of the hypothec under the Code and, the execution and delivery by Purchaser of the Transaction Documents to which Purchaser is party, the performance by Purchaser of its obligations hereunder and thereunder and the consummation of any of the transactions contemplated hereunder and thereunder do not require any Consent from, notice to, action or registration by or filing with any Governmental Entity or any other Person.

Section 5.6 Litigation. There is no (a) action, suit, arbitration proceeding, claim, demand, citation, summons, subpoena, investigation or other proceeding (whether civil, criminal, administrative, regulatory, investigative or informal) pending or, to the knowledge of Purchaser, threatened at law or in equity, or (b) inquiry or investigation (whether civil, criminal, administrative, regulatory, investigative or informal) by or before a Governmental Entity pending or, to the knowledge of Purchaser, threatened against Purchaser, that, in either case, (i) if adversely determined, could reasonably be expected to result in a Purchaser Material Adverse Effect, or (ii) challenges or seeks to prevent or delay the consummation of any of the transactions contemplated by any of the Transaction Documents to which Purchaser is party. To the knowledge of Purchaser, no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such action, suit, arbitration, claim, investigation, proceeding or inquiry.

Section 5.7 Brokers Fees. There is no investment banker, broker, finder, financial advisor or other intermediary who has been retained by or is authorized to act on behalf of Purchaser who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE VI

C OVENANTS

Section 6.1 Performance of Product Agreements. Seller agrees that it shall perform all of its obligations under the Product Agreements in all material respects.

Section 6.2 Misdirected Payments: Offsets by Counterparties.

(a) *Payments to Purchaser*. If Seller or its Affiliate shall, notwithstanding the provisions of the Consent and Instruction Letter or any similar Transaction Document delivered from time to time, receive from, or on behalf of, any Counterparty any Purchased Receivables, Seller shall promptly, and in any event no later than five (5) Business Days, following the receipt by Seller or its Affiliate of such Purchased Receivables, remit to Purchaser such Purchased Receivables by wire transfer in United States dollars to the deposit account set forth on Exhibit B hereto.

(b) *Payments to Seller* . If Purchaser shall receive any Royalty Payment that does not consist entirely of Purchased Receivables, Purchaser shall promptly, and in any event no later than five (5) Business Days, following the receipt of such Royalty Payment, remit to Seller the portion, if any, of such Royalty Payment that does not constitute Purchased Receivables.

(c) *Offsets by Counterparty* . If any Counterparty sets off against the Purchased Receivables any amount owing from Seller to such Counterparty in respect of any right of such Counterparty against Seller arising from or in connection with any matter other than the Purchased Receivables, then Seller shall promptly, and in any event no later than twenty (20) Business Days, following the date on which Seller becomes aware of such set-off, pay to Purchaser a sum equal to such set-off amount. After Seller makes the payment referred to in the first sentence of this Section 6.2(c), Seller shall be entitled to, and Purchaser shall not be entitled to, any amounts recovered from such Counterparty in respect of such set-off.

(d) *Remittances* . All remittances pursuant to this Section 6.2 shall be made (i) without set-off or deduction of any kind (except as required by applicable Law) and (ii) by wire transfer of immediately available funds to the account set forth in Exhibit A (if the payee is Seller) or Exhibit B (if the payee is Purchaser) or to such other account as the relevant payee may designate in writing (such designation to be made at least five (5) Business Days prior to any such payment).

(e) *Payments Held In Trust* . Each party hereto agrees that it shall hold any amounts received by it to which the other party hereto is entitled under Section 6.2(a) or Section 6.2(b) in trust for the sole benefit of the other party and agrees that it shall have no right, title or interest whatsoever in such amounts.

Section 6.3 Royalty Reports; Notices; Correspondence .

(a) *Royalty Reports* . Promptly, and in any event no later than five (5) Business Days, following the receipt by Seller of a written notice from Purchaser certifying that Edgemont has not furnished Purchaser with the Revenue Report under Section 6.2.3 of the Edgemont License Agreement (the “*Quarterly Report*”) prior to the date of such written notice from Purchaser, Seller shall furnish a copy of such Royalty Report (if Seller shall have received such Royalty Report) to Purchaser.

(b) *Notices; Correspondence* . Promptly, and in any event no later than five (5) Business Days, following the receipt by Seller of any material written notice or material written correspondence, including any Royalty Reports delivered to Seller in respect of a Product Agreement (other than the Quarterly Report unless otherwise requested by Purchaser pursuant to Section 6.3(a)), relating to, or involving, the Product, the Product Agreements and of the Receivables generally, Seller shall furnish a copy of such notice, Royalty Report or correspondence to Purchaser. Seller shall not send any material written notice or correspondence to any Counterparty relating to, or involving, the Product, the Product Agreements and or the Receivables generally, in each case, without the prior written consent of Purchaser (such consent not to be unreasonably withheld or delayed), unless the sending of such notice or correspondence could not reasonably be expected to adversely affect in any material respect the value of the Purchased Receivables, and Seller shall promptly provide to Purchaser a copy of any such notice or correspondence sent by Seller to such Counterparty.

Section 6.4 Inspections and Audits of Counterparties.

(a) *Consultation* . Seller and Purchaser shall consult and cooperate with each other regarding, the timing, manner and conduct of any examination of a Counterparty's books and records with respect to Net Sales and Royalty Payments pursuant to a Product Agreement.

(b) *Examinations and Audits* . If requested by Purchaser, Seller shall, cause an examination, audit or inspection to be made of a Counterparty's books and records with respect to Net Sales, Royalty Payments and/or Royalty Reports generally; *provided, however* , that Purchaser shall not be entitled to request such an examination more frequently than once every calendar year. With respect to any such examination, Purchaser shall select such independent auditor for such purpose. All of the expenses of any such examination (including the fees and expenses of any independent auditor) that would otherwise be borne by Seller pursuant to the applicable Product Agreement shall instead be borne (as such expenses are incurred) by Purchaser, *provided* that any reimbursement by the applicable Counterparty of any such audit expenses shall belong to Purchaser, *provided further*, that any reimbursement due from the applicable Counterparty arising in periods prior to April 1, 2016 shall be remitted to Seller.

Section 6.5 Amendment of Product Agreements; Waivers . Seller shall provide Purchaser a copy of any proposed amendment, supplement, modification, waiver or request for approval of any material item or action by or on behalf of a Counterparty (each a "*Modification* ") of any provision of the Product Agreements as soon as practicable and in any event not less than ten (10) Business Days prior to the date Seller proposes to execute such Modification. Seller shall not, without the prior written consent of Purchaser, execute or agree to execute any proposed Modification if such Modification could reasonably be expected to adversely affect the Purchased Receivables or the value thereof (it being understood and agreed that any proposed Modification to the provisions of any Product Agreements governing the amount or calculation of the Receivables or the procedures for payment of the Receivables shall be deemed, for purposes of this Section 6.5, to have such an effect). From and after the Closing Date, Seller agrees that it shall not in any way cause or request any Counterparty to alter the amount or timing of their Royalty Payments without the written consent of the Purchaser. Promptly, and in any event within five (5) Business Days, following receipt by Seller of a fully executed Modification of the Product Agreements, Seller shall furnish a copy of such Modification to Purchaser.

Section 6.6 Enforcement of Product Agreements.

(a) *Notice of Counterparty Breaches* . Promptly, and in any event within five (5) Business Days, following a breach of any of the Product Agreements by Seller or any Counterparty becoming Known to Seller that, in Seller's good faith judgment, could reasonably be expected to adversely affect in any material respect the Purchased Receivables or the value thereof, Seller shall provide notice of such breach to Purchaser. In addition, Seller shall provide to Purchaser a copy of any written notice of breach of the Product Agreements delivered or received by Seller as soon as practicable and in any event no later than five (5) Business Days following such delivery or receipt.

(b) *Enforcement of Product Agreements* . Seller and Purchaser shall consult and cooperate with each other regarding any breach referred to in Section 6.6(a) and the timing, manner and conduct of any enforcement of Seller and/or any Counterparty's obligations under the Product Agreements relating thereto. If reasonably requested by Purchaser within twenty (20) Business Days after receipt of notice of such breach pursuant to Section 6.6(a), Seller shall proceed to enforce compliance by the Counterparty with the relevant provisions of the Product Agreements and to exercise such rights and remedies relating to such breach as shall be available to Seller, whether under the Product Agreements or by operation of applicable Law.

(c) *Allocation of Proceeds and Costs of Enforcement* . The Proceeds of any enforcement of a Counterparty's obligations under the Product Agreements relating to the Purchased Receivables pursuant to this Section 6.6, after deduction of all costs and expenses (including attorneys' fees and expenses) incurred by Seller and/or Purchaser in connection with such enforcement, shall belong to Purchaser. The costs and expenses (including attorneys' fees and expenses) of any enforcement pursuant to this Section 6.6 (other than any costs and expenses of Seller to the extent such amounts are specifically satisfied out of the Proceeds of such enforcement) shall be borne by Purchaser, *provided* that any reimbursement by a Counterparty of these expenses shall belong to Purchaser.

Section 6.7 Termination of Product Agreements . In no event shall Seller exercise any right to terminate any of the Product Agreements, or agree with a Counterparty to terminate any of the Product Agreements, except with the prior written consent of Purchaser (which consent may be withheld or delayed in Purchaser's sole discretion).

Section 6.8 Approval of Assignments of Product Agreements .

(a) Promptly, and in any event within five (5) Business Days, following receipt by Seller of a request from a Counterparty for consent to assign its rights, or delegate its duties, under any of the Product Agreements, Seller shall provide notice of such request to Purchaser. Seller and Purchaser shall consult with each other regarding whether to grant such consent. Subject to any obligations Seller may have not to withhold consent, Seller shall not grant such consent without the prior written consent of Purchaser.

(b) Seller may not assign its rights, or delegate its duties, under any of the Product Agreements or otherwise sell, transfer or grant any lien on any of the Product Related IP without the prior written consent of Purchaser (which consent may be withheld or delayed in Purchaser's sole discretion); *provided* , that Seller may, without the prior written consent of Purchaser, assign all, but not less than all, of the Product Agreements and its interest in the Product Related IP to any Person that acquires all or substantially all of Seller's business or assets (whether through an asset purchase agreement, stock purchase agreement, merger agreement or otherwise) if Seller also assigns this Agreement to such Person and such Person agrees in writing to be bound by the terms of this Agreement.

(c) Promptly, and in any event no later than five (5) Business Days, following receipt of any executed assignment of rights, or delegation of duties, under any of the Product Agreements by a Counterparty or Seller, Seller shall furnish a copy of such assignment or delegation to Purchaser.

Section 6.9 Consent and Instruction Letter. Seller shall not, without Purchaser's prior written consent, deliver any inconsistent directions to any Counterparty regarding the payment of the Purchased Receivables or the delivery of Royalty Reports to Purchaser of the type referred to in the Consent and Instruction Letter or any similar Transaction Documents entered into from time to time.

Section 6.10 Public Announcements; Use of Names. Neither party shall, and each party shall instruct its Affiliates not to, issue a press release or other public announcement or otherwise make any public disclosure with respect to this Agreement or the subject matter hereof without the prior consent of the other party (which consent shall not be unreasonably withheld or delayed), except as may be required by applicable Law, by any Governmental Entity or by any self-regulatory agency or stock exchange on which such party's securities are listed or which has regulatory or supervisory authority over such party, and to such party's regulators and in the course of inspections, examinations or inquiries by regulatory agencies or self-regulatory organizations that have requested or required the inspection of records that contain or reflect this Agreement; it being understood that both parties are public companies and this Agreement may be filed as an exhibit to a Form 8-K or other filing by either party to be made in connection with the execution of this Agreement; and it being further understood that each party shall provide the other party with a reasonable opportunity to review and comment on the portions of any filings that relate to this Agreement, to the extent practicable.

Section 6.11 Taxes. Seller and Purchaser agree that for United States federal income tax purposes, (i) any and all Purchased Receivables remitted by Seller to Purchaser pursuant to Section 6.2(a) or otherwise under this Agreement shall be treated as received by Seller as agent for Purchaser, and (ii) any and all amounts remitted by Seller to Purchaser pursuant to Section 6.2(a) of this Agreement shall be treated as remittances of amounts collected by Seller on behalf of Purchaser. Each party hereto agrees to provide (to the extent it is legally eligible to do so) any tax forms that any other party hereto or a Counterparty may reasonably request in order to comply with applicable tax Law.

Section 6.12 Remittance of Previously Received Purchased Receivables; Further Actions. From and after the Closing Date, each of Purchaser and Seller shall, at the expense of the requesting party, execute and deliver such additional documents, certificates and instruments, and perform such additional acts, as may be reasonably requested and necessary or appropriate to carry out all of the provisions of this Agreement and to give full effect to and consummate the transactions contemplated by this Agreement. At the Closing, the parties agree that the amount of any payments made by or on behalf of a Counterparty on or before the Closing Date received by Seller that constitute or otherwise relate to the Purchased Receivables shall be offset against the Purchase Price by the Purchaser. After the Closing, Seller shall promptly, but in any event no later than two (2) Business Days after the Closing Date, remit to Purchaser any payments made by or on behalf of a Counterparty on or before the Closing Date that constitute or otherwise relate to the Purchased Receivables not offset at the Closing.

Section 6.13 Intellectual Property Matters.

(a) *Administration* . Seller shall, or shall cause the applicable Counterparty to, diligently administer the prosecution, maintenance, defense and enforcement of all Product Related IP, necessary for commercialization of the Product within the United States, owned or licensed by Seller (including any Outstanding Litigation), in accordance with and subject to the Product Agreements, as applicable, and in consultation with the applicable Counterparty (to the extent required or deemed appropriate by Seller) and Purchaser.

(b) *Costs* . All costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with the prosecution, maintenance, defense or enforcement of the Product Related IP (including any Outstanding Litigation) shall, to the extent not reimbursed to Seller by a Counterparty pursuant to the applicable Product Agreement, be borne by Seller (c) *Proceeds* . The Proceeds (if any) of any enforcement or defense of the Product Related IP (less any costs and expenses (including reasonable attorneys' fees and expenses) actually incurred by Seller in connection therewith) shall belong to Purchaser. In the event that the Proceeds include payment in respect of the Purchased Receivables and any other amounts, the parties agree to allocate the Proceeds between Purchaser and Seller in the proportion following the nature of the Proceeds and the rights under this Agreement, such that only amounts paid in respect of Purchased Receivables (less any costs and expenses (including reasonable attorneys' fees and expenses) actually incurred by Seller in connection therewith) are payable to Purchaser.

(d) *Monitoring* . Purchaser shall have the right to retain, at its sole expense, outside counsel, who shall be permitted (together with Purchaser), where and when reasonably practical, to consult with Seller and its counsel regarding the prosecution, maintenance, enforcement and defense of the Product Related IP (including the Outstanding Litigation) and any actions taken or proposed to be taken by Seller in respect thereof. Seller and its counsel shall (i) give reasonable consideration to the views of Purchaser and their counsel with respect to the subject matter of this Section 6.13(d) and (ii) provide Purchaser with such information with respect to the subject matter of this Section 6.13(d) as Purchaser may, from time to time, reasonably request.

Section 6.14 Additional License Agreements.

(a) *Consultation* . Seller shall provide Purchaser a copy of any proposed Additional License Agreement as soon as practicable and in any event not less than ten (10) Business Days prior to the date Seller proposes to execute such Additional License Agreement. Seller agrees to consult with Purchaser regarding any such proposed agreements and Seller shall not, without the prior written consent of Purchaser, not to be unreasonably withheld or delayed, execute or agree to execute any proposed Additional License Agreement. Promptly, and in any event within five (5) Business Days, following receipt by Seller of a fully executed Additional License Agreement, Seller shall furnish a copy of such agreement to Purchaser.

(b) *Payment Direction* . Any Additional License Agreement, or consent and notice letter shall executed in connection therewith among the applicable Counterparty, Seller and Purchaser, shall contain payment instructions for the payment of the Purchased Receivables to Purchaser.

(c) *Replacement* . In the event of the termination of any of the Edgemont Agreements, Seller agrees to use commercially reasonable efforts to enter into Product Agreements with suitable replacement Counterparties as soon as practicable. In the event Seller is unable or unwilling to secure one or more replacement Product Agreements within one hundred twenty (120) days of any such termination, Seller agrees that Purchaser shall have the right to negotiate a replacement agreement and grant a license to the Product Related IP on substantially the same terms to those in the Edgemont Agreements.

(d) *Manufacture of Product by Seller* . For the avoidance of doubt, to the extent that Seller and or its Affiliate engages in any direct sale , manufacture or other transfer of the Product within the United States (other than pursuant to a Product Agreement), the definitions of Net Sales and Royalty Payments shall include any and all amounts received by Seller and/or its Affiliate in relation thereto and the subject matter of this Agreement shall be deemed to cover the amounts received by Seller and/or its Affiliate in connection therewith. In the event that Seller and/or its Affiliate engage in any such direct sale, marketing or transfer of the Product, Seller and Purchaser shall reasonably cooperate to amend this Agreement accordingly.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Obligation of Parties to Indemnify.

(a) *Indemnification by Seller* . Subject to the limitations set forth in this Article VII, Seller shall indemnify, defend and hold harmless, Purchaser, its Affiliates and their respective employees, officers, directors and agents (each, a “ *Purchaser Indemnified Party* ”) against any and all losses, liabilities, expenses (including reasonable attorneys’ fees and expenses in connection with any third party action, suit or proceeding) and damages (collectively, “ *Losses* ”) incurred by any of them, to the extent arising or resulting from any of the following:

(i) any breach of any representation or warranty made by Seller in this Agreement or any other Transaction Document delivered to Purchaser in connection herewith;

(ii) any breach of any covenant of Seller contained in this Agreement or any other Transaction Document delivered to Purchaser in connection herewith; and

(iii) any obligations of Seller in accordance with Section 2.3 hereof.

(b) *Indemnification by Purchaser* . Subject to the limitations set forth in this Article VII, Purchaser shall indemnify Seller, its Affiliates and their respective employees, officers, directors and agents (each a “ *Seller Indemnified Party* ”) against any and all Losses incurred by any of them, to the extent arising or resulting from any of the following:

(i) any breach of any representation or warranty made by Purchaser in this Agreement or any other Transaction Document delivered to Seller in connection herewith; and

(ii) any breach of any covenant of Purchaser contained in this Agreement or any other Transaction Document delivered to Seller in connection herewith.

Section 7.2 Procedures Relating to Indemnification for Third Party Claims .

(a) *Notice of Third Party Claim* . In order for a party (an “ *Indemnified Party* ”) to be entitled to any indemnification under this Article VII in respect of Losses arising out of or involving a claim or demand made by any Person other than Purchaser or Seller against a Purchaser Indemnified Party or a Seller Indemnified Party, as applicable (a “ *Third Party Claim* ”), the Indemnified Party must notify the party from whom indemnification is sought under this Article VII (the “ *Indemnifying Party* ”) promptly in writing (including in such notice a brief description of the Third Party Claim, including damages sought or estimated, to the extent actually known or reasonably capable of estimation by the Indemnified Party); *provided, however* , that the failure to promptly provide such notice shall not affect the indemnification provided under this Article VII except to the extent that the Indemnifying Party has been actually prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party’s receipt thereof, copies of all documents (including court papers) received by the Indemnified Party relating to the Third Party Claim.

(b) *Defense of Third Party Claims* . The Indemnifying Party shall be entitled to participate in the defense of the Third Party Claim and, if it so chooses, to assume the defense thereof, at its own expense, with counsel selected by the Indemnifying Party (so long as such counsel is not reasonably objected to by the Indemnified Party) if: (i) the Indemnifying Party makes reasonably adequate provision to satisfy the Indemnified Party of the Indemnifying Party’s ability to defend, satisfy and discharge such Third-Party Claim; (ii) no material defense exists for the Indemnified Party which is not available to the Indemnifying Party; and (iii) if the named parties to such Third Party Claim (including impleaded parties) include both the Indemnifying Party and the Indemnified Party, representation of both parties by the same counsel would not be appropriate due to actual material differing interests between them (as determined by the Indemnified Party in its reasonable discretion) (collectively, the “ *Defense Conditions* ”). If the Indemnifying Party elects to assume the defense of any Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if any of the Defense Conditions cease to be satisfied for any reason, the Indemnified Party may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection therewith, and the Indemnified Party shall have the right to compromise or settle such Third Party Claim with the consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed) and, if settled with such consent, or if there is a final judgment against the Indemnified Party, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. In the event the Indemnifying Party has assumed control of the defense of the Third Party Claim, the Indemnifying Party shall permit the Indemnified Party to participate in, but not control, the defense of any such action or suit through counsel chosen by the Indemnified Party; provided that such counsel is not reasonably objected to by the Indemnifying Party and the fees and expenses of such counsel shall be borne by the Indemnified Party. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party in the defense of a Third Party Claim for any period during which the Indemnifying Party has not assumed the defense thereof (other than during the period prior to the time the Indemnified Party shall have notified the Indemnifying Party of such Third Party Claim).

(c) *Cooperation*. The parties hereto shall cooperate in the defense or prosecution of any Third Party Claim, with such cooperation to include (i) the retention of and the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third Party Claim and (ii) the making available of employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder. If the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability (if any) in connection with such Third Party Claim and which (i) does not include a statement as to or admission of, fault, culpability or a failure to act by or on behalf of any such Indemnified Party, (ii) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Third Party Claim and (iii) does not provide for injunctive relief or other relief relating to such Indemnified Party other than monetary damages.

Section 7.3 Procedures Relating to Indemnification for Other Claims. In order for an Indemnified Party to be entitled to any indemnification under this Article VII in respect of Losses that do not arise out of or involve a Third Party Claim, the Indemnified Party must notify the Indemnifying Party promptly in writing (including in such notice a brief description of the claim for indemnification and the Loss, including damages sought or estimated, to the extent actually known or reasonably capable of estimation by the Indemnified Party); *provided, however*, that the failure to promptly provide such notice shall not affect the indemnification provided under this Article VII except to the extent that the Indemnifying Party has been actually prejudiced as a result of such failure.

Section 7.4 Exclusive Remedy. Other than for claims for equitable relief, including the seeking of specific performance in accordance with Section 8.12, the parties hereto acknowledge and agree that, from and after the Closing Date, this Article VII (including Section 7.4) shall provide such parties' sole and exclusive remedy with respect to any matter or claim arising out of, relating to, or in connection with, this Agreement and the transactions contemplated hereby, except that any such claim or matter based upon common law fraud shall not be subject to or limited by this Article VII and each of Purchaser and Seller accordingly preserves all remedies available with respect to any such claim or matter based thereon under applicable Law.

Section 7.5 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twenty months from the Closing Date. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing until fully performed, or if earlier, the date upon which all of the Product Agreements have been terminated. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 7.6 Limitations on Damages.

(a) Seller shall not be liable to any Purchaser Indemnified Party until the aggregate amount of all Losses suffered by Purchaser Indemnified Parties exceeds 1% of the Purchase Price (the “*Threshold*”) in which event the Seller shall be required to pay or be liable for all Losses to the first dollar, regardless of the Threshold; *provided, however*, that the Threshold shall not apply to Seller’s obligations hereunder to transfer the Purchased Receivables to Purchaser; *provided, further*, that nothing in this Section 7.6(a) shall be construed as a prohibition against Purchaser’s right to seek specific performance under Section 8.12.

(b) The aggregate amount of all Losses for which Seller shall be liable pursuant to this Agreement shall not exceed an amount equal to the Purchase Price plus an annual rate of return of 12% (compounded monthly), less the amount of all payments received by Purchaser hereunder, including indemnification payments, and any Royalty Payments actually received by Purchaser (as so calculated, the “*Cap*”); *provided, however*, that the Cap shall not apply to Seller’s obligations hereunder to transfer the Purchased Receivables to Purchaser.

(c) Payments by Seller in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Purchaser Indemnified Party in respect of any such claim. The Purchaser Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(d) Notwithstanding anything contained in this Agreement to the contrary, “material” and “Seller Material Adverse Effect” or similar materiality type qualifications contained in the representations and warranties set forth in this Agreement shall be ignored and not given any effect for purposes of calculating the amount of any Losses, but not the determination of whether there has been a breach, which determination shall give full effect to all “material”, “Seller Material Adverse Effect” and similar materiality type qualifications.

(e) All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

(f) Notwithstanding anything to the contrary in this Agreement, whether based upon a claim or action of contract, warranty, negligence or tort, or otherwise arising out of this Agreement, in no event shall either party hereto be liable for any consequential, exemplary or punitive damages unless such damages are payable to a third party in connection with a Third Party Claim or are based upon common law fraud.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Headings. The captions to the Articles, Sections and subsections hereof are not a part of this Agreement but are for convenience only and shall not be deemed to limit or otherwise affect the construction thereof.

Section 8.2 Notices. Except where expressly provided otherwise in this Agreement, whenever it is provided in this Agreement that notice, demand, request, consent or other communication shall be given to or served upon any party hereto by the other, any such notice demand, request, consent or other communication shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested, by overnight delivery service with confirmation of delivery or by electronic (notices and other communications sent to an e-mail address shall also be sent by overnight delivery service or personal delivery) to the following address or addresses, or such other address or addresses as may be designated from time to time by a party hereto in accordance with this Section 8.2:

If to Seller:	Intelgenx Corp. 6420 Rue Abrams Saint-Laurent, Quebec H4S 1Y2, Canada Attn: Andre Godin
With a copy to:	Dorsey & Whitney LLP TD Canada Trust Tower Brookfield Place 161 Bay Street, Suite 4310 Toronto, ON M5J 2S1 Attn: Richard Raymer
If to Purchaser:	SWK Funding LLC c/o SWK Holdings 14755 Preston Road, Suite 105 Dallas, Texas 75254 Attn: Winston Black

With a copy to: Holland & Knight LLP
200 Crescent Court, Suite 1600
Dallas, Texas 75201
Attn: Ryan Magee

Notice in each of the above cases shall be deemed effective for all purposes (i) upon hand delivery if hand delivered, (ii) three (3) Business Days after posting in the United States Mail if sent by certified mail, or (iii) on the day of confirmed delivery by overnight delivery service, facsimile or email (return receipt requested).

Section 8.3 Expenses. All reasonable out-of-pocket fees, costs and expenses (including any legal fees) incurred by Seller or Purchaser in connection with the preparation and negotiation of, and entry into, this Agreement and to consummate the transactions contemplated hereby shall be paid by the party incurring such expenses. Notwithstanding the foregoing, Seller has agreed to pay up to \$35,000 (the “*Fee Cap*”) of such out-of-pocket fees, costs and expenses (including any legal fees) incurred by Purchaser pursuant to that certain letter agreement between Seller and Purchaser dated June 17, 2016 (the “*Letter Agreement*”), *provided, however*, that if the Seller terminates exclusivity pursuant to clause (i)(b) of the “*Exclusivity*” Section of Exhibit A of the Letter Agreement for any reason other than Purchaser proposing an alternative deal structure to the one contained in the Letter Agreement, then the Fee Cap will be increased to \$50,000.

Section 8.4 Assignment. Neither this Agreement nor any of Seller’s rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred, in whole or in part, by operation of Law or otherwise by Seller without the prior written consent of Purchaser, and any such purported assignment, delegation or transfer without such consent shall be void ab initio and of no effect; *provided, however*, that Seller may, without the prior written consent of Purchaser, assign this Agreement to any Person that acquires all or substantially all of Seller’s business or assets (whether through an asset purchase agreement, stock purchase agreement, merger agreement or otherwise) if Seller also assigns all, but not less than all, Product Agreements to such Person and such Person agrees in writing to be bound by the terms of this Agreement.

Section 8.5 Successors and Assigns. Subject to the provisions of Section 8.4, this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective permitted successors and assigns.

Section 8.6 Amendment and Waiver.

(a) This Agreement may be amended, modified or supplemented, or any provision hereof waived, only in a writing signed by Seller and Purchaser.

(b) No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No course of dealing between the parties hereto shall be effective to amend, modify, supplement or waive any provision of this Agreement.

Section 8.7 Entire Agreement. This Agreement, including the Exhibits and Schedules attached to this Agreement, sets forth the entire agreement and understanding between the parties hereto as to the subject matter hereof. All express or implied agreements, arrangements, representations and understandings as to the subject matter hereof, whether oral or written, heretofore made are superseded by this Agreement. The parties agree that nothing contained in the Consent and Instruction Letter shall alter any of the obligations and rights contained in this Agreement.

Section 8.8 Independent Contractors. The parties hereto recognize and agree that each is operating as an independent contractor and not as a partner, joint venturer, agent or fiduciary of the other.

Section 8.9 No Third Party Beneficiaries. This Agreement is for the sole benefit of Seller and Purchaser and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

Section 8.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 8.11 Jurisdiction; Venue; Service Of Process; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of (a) the United States District Court for the Southern District of New York, and (b) the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party hereto agrees to commence any action, suit or other proceeding relating hereto in the courts of United States District Court for the Southern District of New York or, if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York located in New York County. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or other proceeding arising out of this Agreement and the transactions contemplated hereby in (a) the United States District Court for the Southern District of New York, or (b) the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives, and shall not assert by way of motion, defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement and the transactions contemplated hereby and thereby may not be enforced in or by any of the above-named courts. EACH OF SELLER AND PURCHASER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN.

Section 8.12 Equitable Remedies. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform their respective obligations under the provisions of this Agreement in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including, without limitation, Seller's obligation to enforce, and perform its obligations under, the Product Agreements. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 8.13 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court or other Governmental Entity of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and effect, and the parties hereto shall replace such term or provision with a new term or provision permitted by applicable Law and having an economic effect as close as possible to the invalid, illegal or unenforceable term or provision. The holding of a term or provision to be invalid, illegal or unenforceable in a jurisdiction shall not have any effect on the application of the term or provision in any other jurisdiction.

Section 8.14 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by email with PDF attachment shall be considered original executed counterparts.

[The remainder of this page is left intentionally blank. Signature pages follow .]

PURCHASER:

SWK FUNDING, LLC

/s/ Winston Black

Name: Winston Black

Title: Chief Executive Officer

[SIGNATURE PAGE TO ROYALTY PURCHASE AGREEMENT]

IntelGenx Announces Sale of Forfivo XL[®] Royalty for \$6 Million

Saint-Laurent, Canada – August 5, 2016 – IntelGenx Corp., (TSXV: IGX) (OTCQX: IGXT), (the “Company” or “IntelGenx”) today announced that it has sold its royalty on future sales of Forfivo XL[®] to SWK Holdings Corporation (SWKH.OB) (“SWK” or the “Company”) for \$6 million (CAD\$8 million). Forfivo XL[®] (Bupropion extended-release) is the first 450 mg bupropion HCl tablet indicated for Major Depressive Disorder, approved by the FDA.

Under the terms of the agreement, SWK will pay IntelGenx \$6 million at closing. In return for, (i) 100% of any and all royalties (as defined in the Edgemont Pharmaceuticals, LLC License Agreement) or similar royalty amounts received on or after April 1, 2016, (ii) 100% of the \$2 million milestone payment upon Edgemont reaching annual net sales of \$15 million, and (iii) 35% of all potential future milestone payments. Patent protection for Forfivo XL[®] in the United States expires in 2027 with an authorized generic entering the market in January 2018.

“We are pleased to be able to monetize the Forfivo royalty stream to provide IntelGenx with a non-dilutive source of cash to be used in strengthening our balance sheet,” said Dr. Horst G. Zerbe, President and CEO of IntelGenx. “This is by far the largest influx of capital in the history of the company. Our goal is to use the proceeds in advancing our pharmaceutical oral film pipeline which we believe can bring significant long term returns to shareholders. We are now completely focused on becoming a global leader in pharmaceutical oral films.”

“Our structured purchase of the IntelGenx royalty stream reflects our commitment to provide creative financing solutions to life science companies,” said Winston Black, CEO of SWK Holdings Corporation.

About SWK Holdings Corporation:

SWK Holdings Corporation is a specialized finance company with a focus on the global healthcare sector. SWK partners with ethical product marketers and royalty holders to provide flexible financing solutions at an attractive cost of capital to create long-term value for both SWK’s business partners and its investors. SWK believes its financing structures achieve an optimal partnership for companies, institutions and inventors seeking capital for expansion or capital and estate planning by allowing its partners to monetize future cash flow with minimal dilution to their equity stakes. Additional information on the life science finance market is available on the Company’s website at www.swkhold.com.

About IntelGenx:

IntelGenx is a leading oral drug delivery company focused on the development and manufacturing of innovative pharmaceutical oral films based on its proprietary VersaFilm[™] technology platform. Established in 2003, the Montreal-based company is listed on the TSX-V and OTC-QX.

IntelGenx highly skilled team provides comprehensive pharmaceutical services to pharmaceutical partners, including R&D, analytical method development, clinical monitoring, IP and regulatory services. IntelGenx state-of-the art manufacturing facility, established for the VersaFilm[™] technology platform, supports lab-scale to pilot and commercial-scale production, offering full service capabilities to our clients. More information is available about the company at www.intelgenx.com.

Forward Looking Statements:

This document may contain forward-looking information about IntelGenx' operating results and business prospects that involve substantial risks and uncertainties. Statements that are not purely historical are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. These statements include, but are not limited to, statements about IntelGenx' plans, objectives, expectations, strategies, intentions or other characterizations of future events or circumstances and are generally identified by the words "may," "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "could," "would," and similar expressions. All forward looking statements are expressly qualified in their entirety by this cautionary statement. Because these forward-looking statements are subject to a number of risks and uncertainties, IntelGenx' actual results could differ materially from those expressed or implied by these forward looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed under the heading "Risk Factors" in IntelGenx' annual report on Form 10-K, filed with the United States Securities and Exchange Commission and available at www.sec.gov, and also filed with Canadian securities regulatory authorities and www.sedar.com. IntelGenx assumes no obligation to update any such forward-looking statements.

Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange), nor the OTCQX accepts responsibility for the adequacy or accuracy of this release.

Source: IntelGenx Technologies Corp.

For more information, please contact:

Edward Miller
Director, IR and Corporate Communications
IntelGenx Corp.
T: +1 514-331-7440 (ext. 217)
edward@intelgenx.com
