

01-29-2002



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/28/2002 BTOM11 00000034 500675 74305262

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 225.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002432 FRAME: 0268

1.16.02

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

MAY 17, 2001

Date Signed

**SCHEDULE 1A
U.S. TRADEMARK APPLICATIONS**

MARK	APPLICATION SERIAL NUMBER
H Design	74/305,262
HBPLUS	74/438,820
HEMAZERO	75/595,143
HEMOLINK	76/027,931
HEMOSOL	75/384,357
HEMOSTARCH	76/059,134
XL CONDITIONED MEDIUM	75/290,689
XLCM	75/290,683
HEMO2LINK THE OXYGEN CARRIER & Design	76/173,393
HEMO2LINK THE OXYGEN THERAPEUTIC & Design	76/180,257

**ASSIGNMENT FOR SECURITY
(TRADE-MARKS)**

WHEREAS the Borrower, Hemosol Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the Trade-marks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trade-marks");

WHEREAS the Assignor has entered into a General Security Agreement dated as of November 24, 2000 (as amended or otherwise modified from time to time, the "Security Agreement") in favour of the Lender, The Manufacturers Life Insurance Company (the "Assignee");

WHEREAS pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trade-marks together with the good-will of the business symbolized by the Trade-marks and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

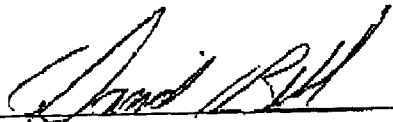
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Assignment For Security (Trade-marks) shall not be interpreted to grant any rights to the Assignee or the Assignor or impose any obligations on the Assignee or the Assignor in addition to or different from those set forth in the Security Agreement. The terms and provisions of the Security Agreement prevail and are paramount over this Assignment For Security (Trade-marks).

IN WITNESS WHEREOF the Assignor has caused this Assignment For Security (Trade-marks) to be duly executed by its officer thereunto duly authorized as of November 24, 2000.

BORROWER

By: 
Name: DAVID BELL
Title: V.P. DRUG DEVELOPMENT
& REGULATORY AFFAIRS
HEMOSOL, INC.

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HEMO2LINK THE OXYGEN THERAPEUTIC & Design	76/180,257

CERTIFICATE OF ACKNOWLEDGEMENT

City of Toronto, Province of Ontario

On this 9th day of May, 2001, before me, the undersigned, personally appeared David Bell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Ant. Nadeau

(NOTARY SEAL)

