

01-17-2003

U.S. Department of Commerce
Patent and Trademark Office



102340643

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1-17-03

1. Name of conveying party::

National Bank of Canada

1-17-03

- Individual(s)
- General Partnership
- Corporation-Canada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party:

Name: Hemasol Inc.

Address: 2585 Meadowpine Blvd.
Mississauga, Ontario L5N 8H9,
Canada

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: November 22, 2002

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Canada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. 74/305262; 74/438820; 75/595143; 76/027931; 75/384357; 76/059134; 75/290689; 75/290683; 76/173393; 76/180257
B. Trademark Registration Nos.

Additional numbers attached? Yes No

RECEIVED 01/17/03
2003 JAN 17 PM 4:11
ASSIGNMENTS DIV

5. Name and address of party to whom correspondence concerning document should be mailed:

Midge M. Hyman, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41). \$265.00

- Enclosed
- Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

01/21/2003 6TDN11 00000020 74305262
01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

DO NOT USE THIS SPACE

9. 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.

Midge M. Hyman
Name of Person Signing

Signature

1/16/03
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

MMH/RMD/25065/00/547687.1

TRADEMARK
REEL: 002651 FRAME: 0415

RELEASE OF SECURITY INTEREST

(TRADE-MARKS)

This **RELEASE OF SECURITY INTEREST** (Trade-marks)(the "Release") is made and effective as of the date indicated below and is granted by **NATIONAL BANK OF CANADA**, as Agent ("Releasor") of 481 University Avenue, Suite 500, Toronto, Ontario M5G 2E9, in favor of **HEMOSOL INC.** ("Releasee") of 2585 Meadowpine Blvd., Mississauga, Ontario, L5N 8H9.

WHEREAS, Releasee has adopted, used and is using, and holds all right, title and interest in and to, certain trade-marks and service marks including those 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, Releasor and Releasee have entered into a General Security Agreement dated as of November 10, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee has assigned to Releasor and granted to Releasor a security interest in, among other things, all right, title and interest of Releasee 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);

WHEREAS, in connection with the Security Agreement, Releasee has executed that certain Assignment for Security (Trade-marks) executed as of November 10, 2000 (the "Trade-mark Security Grant"), pursuant to which Releasee did convey, sell, assign, transfer and set over unto Releasor and did grant to Releasor a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Collateral conveyed to Releasor pursuant to the Trade-mark Security Grant, the Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

[Remainder of page left blank.]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Collateral, and all other right, title and interest in and to the Collateral conveyed to Releasor (if any) pursuant to the Trade-mark Security Grant, the Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest, including any mortgage interest, that it may have in the Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release of Security Interest (Trade-marks) to be duly executed by its officer thereunto duly authorized as of November 22, 2002.

NATIONAL BANK OF CANADA

By: [Signature]
Name: Kevin Churchman
Title: Account Manager

By: [Signature]
Name: Larry S. Yamamoto
Title: Senior Manager
National Accounts Group

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF TORONTO

ss.:

PROVINCE OF ONTARIO

On this 22nd day of November, 2002, before me, the undersigned, personally appeared KEVIN CHURCHMAN and LARRY YAMAMOTO, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument the person upon behalf of which the individuals acted, executed the instrument.

[NOTARY SEAL]

SCHEDULE 1A TO RELEASE OF SECURITY INTEREST(TRADE-MARKS)**U.S. TRADE-MARK 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