

01-17-2003



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1-17-03

To the Honorable Commissioner of Pa.

Please record the attached original documents or copy thereof.

1. Name of conveying party::

Hemasol Inc.

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: The Bank of Nova Scotia

Address: Scotia Plaza, 44 King Street West
Toronto, Ontario M5H 1H, Canada

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- 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 Nos. 78/141050; 78/141046;
76/059134; 76/027931; 75/290689; 75/290683; 75/384357;
74/305262

B. Trademark Registration Nos.

Additional numbers attached? Yes No

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: 8

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2003 JAN 17 PM 4:10
ASSIGNMENTS DIV

7. Total fee (37 CFR 3.41). \$215.00

- 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 6TOM11 00000022 76141050
01 FC: 4521 40.00 OP
02 FC: 4522 175.00 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

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

WHEREAS Hemosol Inc. (the "Grantor") 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 Grantor has entered into a General Security Agreement dated as of November 22, 2002 (as amended or otherwise modified from time to time, the "Security Agreement") in favour of The Bank of Nova Scotia (the "Grantee");

WHEREAS pursuant to the Security Agreement, the Grantor has granted to the Grantee a security interest in all right, title and interest of the Grantor 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 Grantor hereby grants to the Grantee as and by way of a fixed and specific mortgage and charge, and grants to the Grantee, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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 Grantee or the Grantor or impose any obligations on the Grantee or the Grantor 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 Grant For Security (Trade-marks).

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

HEMOSOL INC.

By: _____

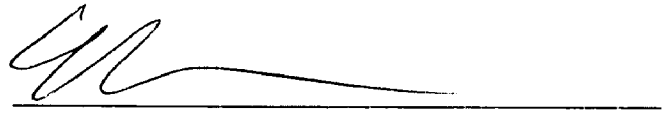
Name: *Lee Hartwell*

Title: *VP Corporate Development and
Chief Financial Officer*

CERTIFICATE OF ACKNOWLEDGEMENT

City of Toronto, Province of Ontario

On this 22nd day of November, 2002, before me, the undersigned, personally appeared Lee Martwell, 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.



(NOTARY SEAL)