

01-17-2003



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TRADEMARK

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U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party:: **1-17-03**
 The Manufacturers Life Insurance Company

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

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 Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: November 21, 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. ~~76/180257~~; 76/173393; 76/059134; 76/027931; 75/290689; ~~75/290683~~; 75/384357; 75/595143; 74/438820; 74/305262;
 B. Trademark Registration Nos.

Additional numbers attached? Yes No

RECEIVED
 JAN 17 11:13
 ASSOCIATION

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

01/21/2003 6TOM11 00000018 76180257
 01 FC:8521 40.00 OP
 02 FC:8522 225.00 OP

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)

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

Midge M. Hyman
 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

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 **THE MANUFACTURERS LIFE INSURANCE COMPANY** ("Releasor") of 200 Bloor Street East, NT-6, Toronto, Ontario, M4W 1E5, 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 24, 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 24, 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 21, 2002.

THE MANUFACTURERS LIFE INSURANCE
COMPANY

By: 

Name: William J. Eeuwes

Title:

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF TORONTO

ss.:

PROVINCE OF ONTARIO

On this 21st day of November 2002, before me, the undersigned, personally appeared WILLIAM EEUWES, 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]

SCHEDULE 1A

UNITED STATES TRADEMARKS

Name of Mark	Application No.	Registration No.
HEMOLINK THE OXYGEN THERAPEUTIC & DESIGN	76180257	
HEMOLINK THE OXYGEN CARRIER & DESIGN	76173393	
HEMOSTARCH	76059134	
HEMOLINK	76027931	
XL CONDITIONED MEDIUM	75290689	
XLCM	75290683	
HEMOSOL	75384357	
HEMAZERO	75595143	
HBPLUS	74438820	
H DESIGN	74305262	