

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Public Health Service on behalf of the Department of Health & Human Services		08/20/2004	Federal Agency:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BIOVIRx, Inc.
<b>Street Address:</b>	5264 Oxford Street
<b>City:</b>	Shoreview
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55126
<b>Entity Type:</b>	CORPORATION: MINNESOTA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2141195	ROTASHIELD

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(301)230-2891
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	301-231-0925
<b>Email:</b>	slane@srgpe.com
<b>Correspondent Name:</b>	Stacey Lane
<b>Address Line 1:</b>	11921 Rockville Pike, Third Floor
<b>Address Line 4:</b>	Rockville, MARYLAND 20852

<b>ATTORNEY DOCKET NUMBER:</b>	110175.00002
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<b>NAME OF SUBMITTER:</b>	Stacey Lane
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<b>Total Attachments: 2</b>
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source=Rotashield Schedule#page1.tif

CH \$40.00 2141195

**GENERAL TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, effective as of the 20th day of August, 2004, is made by and between **Public Health Service** on behalf of the **Department of Health & Human Services**, 6011 Executive Boulevard, Rockville, Maryland, 20852 ("Assignor"), and **BIOVIRx, Inc.**, a Minnesota corporation with its offices at 5264 Oxford Street, Shoreview, MN, 55126 ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to the trademarks and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Schedule;

**WHEREAS**, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used or have been used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof;

**WHEREAS**, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used or have been used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks and the registrations and/or applications for registration therefore, set forth on the attached Schedule, together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used or have been used and which is symbolized by said trademarks, along with the right to recover for damages and profits for past infringements thereof.

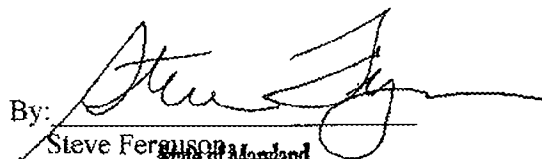
**EXECUTED THE** 20th day of August, 2004.


(Assignor):

(Assignee):

Public Health Services  
On behalf of Department of  
Health & Human Services

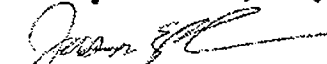
BIOVIRx, Inc.

By:   
Steve Ferguson

By:   
Leonard P. Ruiz Jr., CEO & Pres

State of Maryland  
County of Montgomery

Subscribed and sworn to (or affirmed) before me this 20<sup>th</sup> day of August, 2004  
by Steven Ferguson

  
Notary Public

JASON E. PLUMMER  
NOTARY PUBLIC  
My Commission Expires On  
MAY 12, 2008

**TRADEMARK**  
REEL: 002925 FRAME: 0897

MASTER FILE REPORT

PCMASTER REPORTER  
REPORT FOR ROTASHIELD

SCHEDULE

30AP2004 11 57 PAGE: 1

Trademark	Status	App No	App. Dt	Reg No	Reg Dt	Expires	Div	Class	OWNER	Docket No.
ROTASHIELD United States	Registered	74/526325	16MAY1994	2,141,195	03MAY1998	03MAY2008	WARD	5	WYETH	134753
ROTASHIELD Argentina	Registered	2,167,282	04AUG1998	1,789,985	19APR2000	19APR2010	WARD	5	WYETH	134638
ROTASHIELD Armenia	Registered	980642	27AUG1998	4779	03NOV1999	27AUG2008	WARD	5	WYETH	134639
ROTASHIELD Aruba	Registered	IM-98091114	11SEP1998	19363	11SEP1998	11SEP2008	WARD	5	WYETH	134640
ROTASHIELD Australia	Registered	769346	04AUG1998	769346	04AUG1998	04AUG2008	WARD	5	WYETH	134641
ROTASHIELD Austria	Registered	AM4343/98	15JUL1998	177869	11SEP1998	30SEP2008	WARD	5	WYETH	134642
ROTASHIELD Azerbaijan	Registered	98,4054	26AUG1998	2000,0640	23MAY2000	26AUG2008	WARD	5	AHECOR	134643
ROTASHIELD Bahamas	Registered	21,093	10NOV1998	21,093	10NOV1998	10NOV2012	WARD	3	AHECOR	134644
ROTASHIELD Bahrain	Registered	1532/98	25AUG1998	24328	25AUG1998	25AUG2008	WARD	5	WYETH	134645
ROTASHIELD Bangladesh	Filed	56723	23AUG1998				WARD	5	WYETH	134646
ROTASHIELD Barbados	Registered	NO NUMBER	28JUL1999	81/14488	01DEC2000	01DEC2010	WARD	5	AHECOR	134647
ROTASHIELD Belarus	Registered	19981418	27AUG1998	12956	17OCT2000	27AUG2008	WARD	5	AHECOR	134651
ROTASHIELD Belize	Registered		31DEC2001	214/TM/2001	31DEC2001	31DEC2011	WARD		WYETH	134648
ROTASHIELD Benelux	Registered	919432	10JUL1998	637875	10JUL1998	10JUL2008	WARD	5	AHECOR	134649
ROTASHIELD Bermuda	Registered	29983	26AUG1998	29983	26AUG1998	26AUG2005	WARD	5	WYETH	134650
ROTASHIELD Bolivia	Registered	11101	14AUG1998	79925-C	13JUL2000	13JUL2010	WARD	5	WYETH	134652

TRADEMARK