

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Dissolution and Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champlain Industries Limited		07/07/1994	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Universal Specialty Bioproducts Limited		
Street Address:	7200 W. Credit Ave.		
City:	Mississagua		
State/Country:	ONTARIO		
Postal Code:	L5N 5N1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1003803	TUREEN	
CORRESPONDENCE DATA			
Fax Number:	(414)223-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ptomailbox@whdlaw.com		
Correspondent Name:	Nicole J. Renouard		
Address Line 1:	555 East Wells Street, Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Nicole J. Renouard		
Signature:	/njr/		
Date:	02/01/2005		

CH \$40.00 1003803

Total Attachments: 3
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THIS AGREEMENT made as of the 7th day of July, 1994.

BETWEEN:

CHAMPLAIN INDUSTRIES LIMITED,
a corporation amalgamated pursuant
to the law of Canada

(hereinafter called the "Transferor")

OF THE FIRST PART,

- and -

UNIVERSAL SPECIALTY BIOPRODUCTS LIMITED
a corporation incorporated pursuant to the laws
of the Province of Nova Scotia
(hereinafter called the "Transferee")

OF THE SECOND PART.

WHEREAS the Transferor has authorized the distribution of all of its assets rateably to its sole shareholder and the filing of articles of dissolution under the Canada Business Corporations Act;

AND WHEREAS the Transferee is the beneficial owner and owner of record of all the issued and outstanding shares of the capital of the Transferor;

AND WHEREAS pursuant to such dissolution the Transferor proposes to transfer all of its assets to the Transferee;

NOW THEREFORE the parties agree as follows:

1. The Transferor hereby grants, bargains, assigns, transfers, conveys and sets over unto the Transferee all the right, title and interest of the Transferor in and to all its property, assets and business, both real and personal, movable and immovable, wherever situate, including, without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts, and goodwill including, in particular, the goodwill of the name, all causes of action, including without limitation, the action No. T-652-88, in the Federal Court of Canada between the Transferor and the Minister of National Revenue and all rights of whatsoever nature and kind to which the Transferor is entitled.

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2. The Transferee hereby expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all liabilities of the Transferor but to the extent only of the net value of assets received by the Transferee from the Transferor pursuant to the distribution provided for herein and subject to the limitations in Section 226 of the Canada Business Corporations Act.

3. It is expressly understood and agreed that any contract to which the Transferor is a party which is not assigned to the Transferee (because such contract is not assignable without the consent of the other party or parties thereto) shall be held in trust for the Transferee, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee hereby agrees to indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

4. The Transferee hereby agrees to indemnify and save harmless the directors of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting therefrom.

5. The Transferor hereby constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the property, assets and business, both real and personal, and both movable and immovable wherever situate, of the Transferor to the Transferee, its successors and assigns.

6. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Department of Consumer and Corporate Affairs or be otherwise revoked.

7. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day of July, 1994.

CHAMPLAIN INDUSTRIES LIMITED

Per: T.M.O. Kelly

UNIVERSAL SPECIALITY BIOPRODUCTS LIMITED

Per: T.M.O. Kelly

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