

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BioE, Inc.		03/14/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Queenwood Capital Partners LLC
Street Address:	8000 Norman Center Drive, Suite 620
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75889394	ACTICYTE
Serial Number:	75889395	BIOE
Serial Number:	76173546	BIOE
Serial Number:	75889306	PERMACYTE
Serial Number:	75889296	PREPACYTE
Serial Number:	75889393	VITALYSE
Serial Number:	77245497	MLPC

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-766-7000
 Email: trademarkmpls@faegre.com
 Correspondent Name: Faegre & Benson LLP Attn: Kerry Thompson
 Address Line 1: 90 South Seventh Street
 Address Line 2: 2200 Wells Fargo Center

OP \$190.00 75889394

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:

81759-365267

NAME OF SUBMITTER:

Kerry R. Thompson, Paralegal

Signature:

/Kerry R. Thompson/

Date:

09/11/2008

Total Attachments: 14

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of March 14, 2008 (this "Security Agreement") between BioE, Inc., a Minnesota corporation ("Grantor") and Queenwood Capital Partners LLC, a Minnesota limited liability company ("Lender").

WHEREAS:

- (A) Grantor and Lender are parties to a Secured Promissory Note issued by the Lender to the Grantor dated March 14, 2008 (the "Note")
- (B) Pursuant to the Note, Grantor is required to execute and deliver to Lender, this Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meaning given to them in the Note. As used in this Security Agreement, the following terms have the following meanings:

"Patents" means all of the Grantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired.

"Trademarks" means all of the Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired.

2. GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

In order to secure payment and performance of each and every debt, liability and obligation of every type and description which Grantor may now or at any time hereafter owe to the Lender arising under the Note, Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the Patents and Trademarks, whether presently existing or hereafter created or acquired. A list of Grantor's current patents and trademarks is attached hereto and made part hereof as Exhibit A.

3. **GRANTOR'S USE OF THE PATENTS AND TRADEMARKS**

The Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Security Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.


4. **TERMINATION OF THIS SECURITY AGREEMENT**

This Security Agreement shall terminate on the Termination Date as defined in the Note. Upon any such termination, the Lender will return to the Grantor such of the Patents and Trademarks then in the possession of the Lender and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOE, INC.
as Grantor

By:


Michael Haider, President / CEO

**QUEENWOOD CAPITAL PARTNERS
LLC**

By: _____

Name:

Title:

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IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOE, INC.
as Grantor

By: _____
Michael P. Haider, Chief Executive
Officer

**QUEENWOOD CAPITAL PARTNERS
LLC**

By: 
Name: DENNIS M LINDAHL
Title: MANAGING DIRECTOR

ACKNOWLEDGMENT OF GRANTOR

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On this 14th day of March, 2008 before me personally appeared Michael Haider, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BioE, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Tiffany Glenn
Notary Public

EXHIBIT A
PATENTS AND TRADEMARKS OF BIOE

S-2

NYB 1436824.1

TRADEMARK
REEL: 003851 FRAME: 0051

BioE, Patents
March 14, 2008

10847-001001

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BIOE, INC.

Trademark Image Report
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ACTICYTE							
UNITED STATES	38412.10.2	1/6/2000	75/889,394	11/20/2001	2,508,825	REGISTERED	01,05
BIOE							
UNITED STATES	38412.10.1	1/6/2000	75/889,395	12/4/2001	2,514,133	REGISTERED	01,05
BIOE & Design (1)							
EUROPEAN UNION (CT	38412.10.14	5/22/2001	2228765	11/3/2004	2228765	REGISTERED	001,005,010
UNITED STATES	38412.10.13	11/30/2000	76/173,546	6/17/2003	2,727,721	REGISTERED	001,005
PERMACYTE							
UNITED STATES	38412.10.11	1/6/2000	75/889,306	7/23/2002	2,596,715	REGISTERED	01,05
PREPACYTE							
UNITED STATES	38412.10.10	1/6/2000	75/889,296	11/27/2001	2,511,723	REGISTERED	01,05
VITALYSE							
UNITED STATES	38412.10.3	1/6/2000	75/889,393	7/23/2002	2,596,716	REGISTERED	01,05



END OF REPORT

TOTAL ITEMS SELECTED = 7

Client-Matter No.	Country	Mark	Serial No./Filing Date	Status
10847-061001	U.S.	MLPC	77/245,497; Filed August 2, 2007	Pending. Published Jan. 22, 2008; awaiting Certificate of Registration, anticipate receipt mid-April.
10847-061CA.e	Canada	MLPC	1,381,357; Filed January 29, 2008	Pending. Awaiting Office Action.
10847-061WO.e	Madrid	MLPC	A0011173; Filed January 29, 2008	Pending. Awaiting Office Action. Application designates Australia, Switzerland, China, Japan and the Russian Federation.