

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Technology Finance Corporation	FORMERLY Transamerica Technology Finance Corporation	09/05/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Celleration, Inc.		
Street Address:	10250 Valley View Road		
Internal Address:	Suite 137		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2761633	CELLERATION MIST THERAPY SYSTEM	
Registration Number:	2774831	HEALING THROUGH ULTRASONIC INNOVATION	
Registration Number:	2777460	CELLERATION	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-7348		
Email:	smeyer@faegre.com		
Correspondent Name:	Sue Meyer, Faegre & Benson LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	57832-359699		

OP \$90.00 2761633

NAME OF SUBMITTER:	Sue Meyer
Signature:	/Sue Meyer/
Date:	09/23/2008
Total Attachments: 6 source=Cellation security interest release 2008 09 22#page1.tif source=Cellation security interest release 2008 09 22#page2.tif source=Cellation security interest release 2008 09 22#page3.tif source=Cellation security interest release 2008 09 22#page4.tif source=Cellation security interest release 2008 09 22#page5.tif source=Cellation security interest release 2008 09 22#page6.tif	

RELEASE OF SECURITY INTEREST

This Agreement is entered into this 22nd day of September, 2008 ("Effective Date"), between GE Technology Finance Corporation, a Delaware corporation, formerly known as Transamerica Technology Finance Corporation ("Assignor") and Celleration, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor has a security interest in and to the intellectual property owned or licensed by Assignee that includes the patents, patent applications and registered and unregistered trademarks set forth in Attachment A hereto, and any goodwill and common law rights in the registered and unregistered trademarks, and in all national phase, divisional and continuing patent applications filed in the United States or in any other countries, based in whole or in part on the patents and patent applications described in Attachment A hereto, and all patents granted upon said application (collectively, the "Intellectual Property").

B. Assignor desires to release its security interest in and to the Intellectual Property.

Therefore, in consideration of these Recitals, any sums to be paid, any rights granted, and the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. ASSIGNMENT

1.1 Assignor hereby transfers to Assignee the Assignor's security interest in and to the Intellectual Property, and the inventions described therein for the United States of America, including any and all divisional, continuation, continuation-in-part, reissues, and extensions, and all foreign counterparts including all foreign related patents, patent applications, and divisional applications thereof.

2. ASSIGNOR'S REPRESENTATIONS

2.1 Assignor makes no representations, warranties or other assurances of any kind. In particular, there are no express or implied warranties: (i) of merchantability or fitness for a particular purpose; or (ii) that use of the technology or inventions claimed or embodied in the applicable Intellectual Property and the inventions described therein do not infringe any existing patents or other intellectual property rights. In addition, nothing in this Agreement may be deemed to be a representation or warranty by Assignor of the validity of any patents and/or patent applications or the accuracy, safety, efficacy, or usefulness, for any purpose, of the patents and/or patent applications in Attachment A. Assignor has no obligation, express or implied, to supervise, monitor, review or otherwise assume responsibility for the production, manufacture, testing, marketing or sale of any product or service. Assignor has no liability whatsoever to assignee, or any third parties, for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred

by or imposed upon Assignee or any other person or entity, arising out of or in connection with or resulting from:

- (a) the production, use, practice, lease, or sale of any product or service;
- (b) the use of the rights granted to Assignee herein; or
- (c) any advertising or other promotional activities with respect to any of the foregoing.

3. MISCELLANEOUS

3.1 This Agreement shall be governed by the laws of the State of Connecticut without reference to its conflicts of laws provisions.

3.2 The undersigned hereby grant the firm of Faegre & Benson LLP, the power to insert in this Agreement any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Agreement.

4 - Entire Understanding

4.1 This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and is not subject to any change or modification except by the execution of a written instrument subscribed to by authorized representatives of the parties.

[This space left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ASSIGNOR:

GE TECHNOLOGY FINANCE CORPORATION (formerly known as Transamerica Technology Finance Corporation)

By: 

Name: Robert J. Radonich

Title: VP

Date: September 5, 2008

ASSIGNEE:

CELLERATION, INC.

By: 

Name: Kevin L. Niven

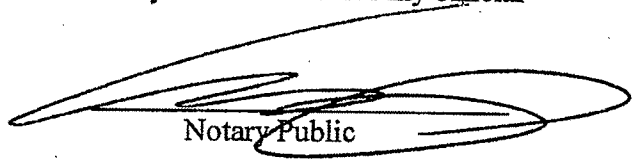
Title: President & CEO

Date: 9/18/08

STATE OF CONNECTICUT)
) SS.:
COUNTY OF FAIRFIELD)

On this 5th day of September, 2008, before me, the undersigned officer, personally appeared Rob Roderick, who acknowledged himself to be the Vice President of GE Technology Finance Corporation, a corporation named therein, and that he, as such officer, Vice President, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5th day of September 2008.



Notary Public

ANN E. JERGE
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/30/2009

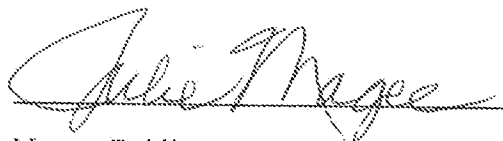
Faint, illegible text, possibly a stamp or reference number.

State of MN

County of Hennepin

Before me this 18th day of September, 2008, personally appeared Kevin Nickels to me personally known to be the person who is described in and who executed the above instrument, and s/he acknowledged to me that s/he executed the same of his/her own free will for the purposes therein set forth.

My Commission Expires:



Notary Public



Attachment A

U.S. Patents and Patent Applications

Application No.	Filing date	Patent No.	Issue date	
07460344	05/16/1990	5076266	12/31/1991	Device For Ultrasonic Atomizing of Liquid Medium
09669312	9/25/2000	6569099	5/27/2003	Ultrasonic Method and Device for Wound Treatment
09684044	10/06/2000	6964647	11/15/2005	Nozzle For Ultrasound Wound Treatment
09704099	11/01/2000	6601581	8/5/2003	Method and Device for Ultrasound Drug Delivery
09745943	12/22/2000	6533803	3/18/2003	Wound Treatment Method and Device with Combination of Ultrasound and Laser Energy
09774145	1/30/2001	6960173	11/1/2005	Ultrasound Wound Treatment Method and Device Using Standing Waves
09813577	3/21/2001	6623444	9/23/2003	Ultrasonic Catheter Drug Delivery Method and Device
09840416	4/23/2001	6478754	11/12/2002	Ultrasonic Method and Device for Wound Treatment

U.S. Trademarks

Application/Registration No.	Mark	Registration Date
2761633	Celleration Mist Therapy System	09/09/2003
2774831	Healing Through Ultrasonic Innovation	10/21/2003
2777460	Celleration, Inc.	10/28/2003