

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LiquiCell Technologies, Inc.		12/07/2010	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LiquiCell Acquisition Corp.		
<b>Street Address:</b>	7900 Fuller Road		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2673281	LIQUICELL	
<b>Registration Number:</b>	3341374	LIQUICELL	
<b>Registration Number:</b>	3665104	LIQUICELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)632-4444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-632-3357		
<b>Email:</b>	trademark@gpmlaw.com		
<b>Correspondent Name:</b>	Jennifer C. Debrow		
<b>Address Line 1:</b>	P.O. Box 2906		
<b>Address Line 2:</b>	Gray, Plant, Mooty, Mooty & Bennett, P.A		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0906		
<b>ATTORNEY DOCKET NUMBER:</b>	136370		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Debrow		

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**900178884**

**TRADEMARK  
 REEL: 004434 FRAME: 0400**

<b>Signature:</b>	/Jennifer C. Debrow/
<b>Date:</b>	12/15/2010
<b>Total Attachments: 2</b> source=TMAssign-tiff#page1.tif source=TMAssign-tiff#page2.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement"), between LiquiCell Technologies, Inc., a Minnesota corporation located at 9725 Valley View Rd., Eden Prairie, MN 55344 ("Assignor"), and LiquiCell Acquisition Corp., a Minnesota corporation located at 7900 Fuller Road, Eden Prairie, MN 55344 ("Company"), is effective as of October 28, 2010.

**RECITALS**

- A. Assignor is the owner of the trademarks listed on Exhibit A (the "Marks").
- B. Assignor assigned the Marks to Company pursuant to the Asset Purchase Agreement between Assignor and Company dated October 28, 2010, under which Company acquired certain assets of Assignor. The parties are executing this Trademark Assignment Agreement for recordation with governmental authorities.

**AGREEMENT**

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the Marks, together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Agreement as of the date first written above.

**Assignor: LiquiCell Technologies, Inc.**

Signature: [Signature]  
By: Michael J. Arbeiter  
Its: President

**Company: LiquiCell Acquisition Corp.**

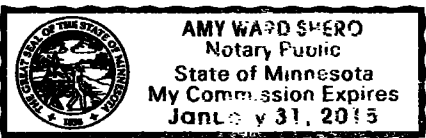
Signature: [Signature]  
By: Daniel A. Brooks  
Its: President

STATE OF MINNESOTA  
COUNTY OF Scott

On this day, personally appeared before me Michael J. Arbeiter, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 7 day of December 2010.

[Signature]

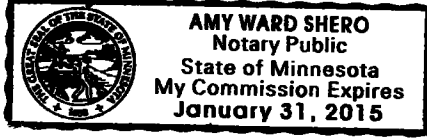


STATE OF MINNESOTA  
COUNTY OF Scott

On this day, personally appeared before me Daniel A. Brooks, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 7 day of December, 2010.

[Signature]



**EXHIBIT A****MARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LIQUICELL	Canada	1296807	n/a	n/a
LIQUICELL	Canada	1201824	TMA657913	2/3/2006
LIQUICELL	China	5605412	5605412	9/14/2009
LIQUICELL	China	5266095	5266095	4/28/2009
LIQUICELL	China	5265658	5265658	4/21/2009
LIQUICELL	China	5265641	5265641	7/28/2009
LIQUICELL	China	5265639	5265639	8/21/2009
LIQUICELL	China	3880010	3880010	11/7/2005
LIQUICELL	China	3880012	3880012	4/14/2006
LIQUICELL	China	3880011	3880011	5/7/2006
LIQUICELL	China	5265640	5265640	7/28/2009
LIQUICELL	CTM	003092442	003092442	1/17/2005
LIQUICELL	CTM	005000153	005000153	1/24/2008
LIQUICELL	India	1392519	1392519	3/27/2009
LIQUICELL	India	1456546	1456546	8/2/2008
LIQUICELL	India	1442303	1442303	8/9/2008
LIQUICELL	Japan	2004008511	5088420	11/2/2007
LIQUICELL	Japan	2006030505	5120210	3/21/2008
LIQUICELL	Korea	2006-17897	711695	5/31/2007
LIQUICELL	Korea	200357137	608633	2/16/2005
LIQUICELL	Mexico	775869	944756	7/26/2006
LIQUICELL	Mexico	775868	1018311	12/17/2007
LIQUICELL	Mexico	775866	950821	8/30/2006
LIQUICELL	Mexico	775867	1013541	11/27/2007
LIQUICELL	Taiwan	92073341	1219981	7/16/2006
LIQUICELL	Taiwan	95059783	1282317	10/1/2007
LIQUICELL	Taiwan	95016747	1257604	4/1/2007
LIQUICELL	Turkey	2006-G-53876	2006-13669	4/5/2006
LIQUICELL	Turkey	171470	2005-44909	10/17/2005
LIQUICELL	US	78/727071	3341374	11/20/2007
LIQUICELL	US	78/056980	2673281	1/7/2003
LIQUICELL	US	78/727219	3665104	8/4/2009

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