

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiquiCell Technologies Corporation		10/30/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Birchwood Laboratories, Inc.		
Street Address:	7900 Fuller Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2673281	LIQUICELL	
Registration Number:	3341374	LIQUICELL	
Registration Number:	3665104	LIQUICELL	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4271		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3357		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray, Plant, Mooty, Mooty & Bennett, P.A		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	66044		
NAME OF SUBMITTER:	Jennifer C. Debrow		

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Signature:	/Jennifer C. Debrow/
Date:	02/24/2011
Total Attachments: 2 source=Assignment2-tiff#page1.tif source=Assignment2-tiff#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”), between LiquiCell Technologies Corporation, a Minnesota corporation located at 9725 Valley View Rd., Eden Prairie, Minnesota 55344 (“**Assignor**”), and Birchwood Laboratories, Inc., a Minnesota corporation located at 7900 Fuller Road, Eden Prairie, Minnesota 55344 (“**Company**”), is effective as of October 30, 2010.

RECITALS

- A. Assignor was the owner of the trademarks listed on Exhibit A (the “**Marks**”).
- B. Assignor effectuated the assignment of the Marks to Company pursuant to the Assignment of Assets and Liabilities to Company, dated October 29, 2010.
- C. The parties are executing this Agreement for recordation with the United States Patent and Trademark Office.

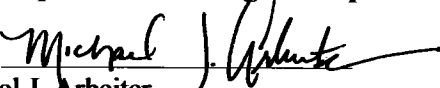
AGREEMENT

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 Corporation

Signature: 
By: Michael J. Arbeiter
Its: President

Company: Birchwood Laboratories, Inc.


Signature: 
By: Daniel A. Brooks
Its: President

EXHIBIT A

MARKS

MARK	COUNTRY	App. No.	Reg. No.	Reg. Date
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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