

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brown Brothers Harriman & Co., as Administrative Agent		07/22/2013	LIMITED PARTNERSHIP: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bionostics, Inc.
Street Address:	7 JACKSON ROAD
City:	DEVENS
State/Country:	MASSACHUSETTS
Postal Code:	01432
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Bionostics Holdings, Ltd.
Street Address:	14 Ryder Street
Internal Address:	Ground Floor, Ryder Court
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6QB
Entity Type:	UK Limited Company: UNITED KINGDOM

Name:	Bionostics Ltd.
Street Address:	14 Ryder Street
Internal Address:	Ground Floor, Ryder Court
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6QB
Entity Type:	UK Limited Company: UNITED KINGDOM

Name:	Oxford Cryosystems, Ltd.
Street Address:	14 Ryder Street

OP \$240.00 2190999

Internal Address:	Ground Floor, Ryder Court
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6QB
Entity Type:	UK Limited Company: UNITED KINGDOM

Name:	Oxford Cryosystems, Inc.
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2190999	BIONOSTICS
Registration Number:	1760945	RNA MEDICAL
Registration Number:	1787743	EQUIL
Registration Number:	1784016	EQUILIBRATOR
Registration Number:	3396632	PEERQC
Registration Number:	3419242	XSERA
Registration Number:	3419241	SAFE-WRAP
Registration Number:	3645159	METER-CHECK
Registration Number:	3908448	UNIDOSE

CORRESPONDENCE DATA

Fax Number: 6124927077
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-492-7000
Email: ip@fredlaw.com
Correspondent Name: Patricia A. Larson, Senior Paralegal
Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402-1425

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Patricia A. Larson

Signature:

/Patricia A. Larson/

Date:

08/02/2013

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release"), is made and effective as of July 22, 2013 and granted by Brown Brothers Harriman & Co. (the "Administrative Agent"), as administrative agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of Bionostics, Inc., a Massachusetts corporation (the "Borrower") and Bionostics Holdings, Ltd., Bionostics Ltd., Oxford Cryosystems, Ltd., Oxford Cryosystems, Inc., and other Guarantors from time to time a party thereto, and their successors, legal representatives and assignees (collectively, the "Guarantors", and together with the Borrower and its successors, legal representatives and assignees, the "Grantors").

WHEREAS, the Grantors entered into a Credit Agreement dated as of July 19, 2010 (the "Credit Agreement"), with the Administrative Agent and the lenders party thereto;

WHEREAS, in connection with the Credit Agreement, each Grantor executed and delivered to the Administrative Agent (i) that certain Security Agreements dated as of July 19, 2010 (the "Master Security Agreement"); (ii) that certain Intellectual Property Security Agreement dated as of July 19, 2010, made by and among the Grantors and the Administrative Agent (the "IP Security Agreement") and (ii) that certain Certificate Regarding Assignment of Domain Names, dated as of July 19, 2010 (the "Certificate" and, together with the Master Security Agreement and IP Security Agreement, the "Security Agreements");

WHEREAS, pursuant the Security Agreements, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded [at the United States Patent and Trademark Office at Reel 4254/Frame 0147 on August 4, 2010 and Reel 024785/Frame 0059 on August 4, 2010; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Definition. The term "IP Collateral", as used herein, shall mean all of each Grantor's right, title and interest of every kind and nature as of the date hereof in the following and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs (collectively, the "IP Collateral"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent

applications listed in Schedule 1 hereto, together with any and all inventions and improvements described and claimed therein and reissues, divisionals, provisionals, continuations and continuations-in-part, reexaminations, renewals, substitutions and extensions thereof and amendments thereto (the "Patents");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("Copyrights");

(d) any and all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information ("Trade Secrets");

(e) any and all domain names, web addresses and URLs, including those set forth in Schedule 4 ("Domain Names");

(f) any and all license and other agreements in which such Grantor directly or indirectly has granted or is granted a license or other right, whether exclusive or non-exclusive, (i) to use or develop any Patents, Trademarks, Copyrights, Trade Secrets or Domain Names, (ii) to receive royalties, revenues, income or other payment related to any Patents, Trademarks, Copyrights, Trade Secrets or Domain Names, or (iii) to exercise any other right with respect to with respect to any Patents, Trademarks, Copyrights, Trade Secrets or Domain Names;

(g) all tangible embodiments of the foregoing;

(h) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(i) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(j) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

(k) all Intellectual Property, as such term is defined in the Master Security Agreement and the IP Security Agreement, and all Domain Names, as such term is defined in the Certificate.

2. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the IP Collateral, including without limitation the security interests granted under the Security Agreements, and all other right, title, and interest in and to the IP Collateral and reassigns to the Grantors any and all such right, title and interest that it may have in the IP Collateral.

3. Further Assurances. Administrative Agent agrees to execute, acknowledge, procure and deliver to Grantors any and all further documents or instruments and do any and all further acts which the Grantors (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or their assignees') right, title and interest in and to the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROWN BROTHERS HARRIMAN & CO.

as Administrative Agent

By: *David G. Hendon*

Name: DAVID G HENDON

Title: S. V. P.

Address for Notices:

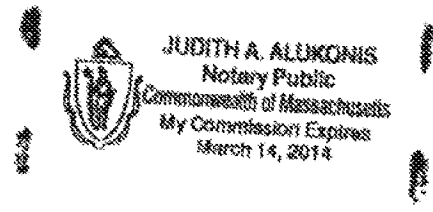
IN PRESENCE OF:

STATE OF Massachusetts)
COUNTY OF [COUNTY] Suffolk) SS.

On the 18th day of July, 2013, before me personally came David G. Hendon, Jr. [SIGNATORY NAME], to me known, who, being by me duly sworn, did depose and say that he resides at [ADDRESS]; that he is the [SIGNATORY TITLE] of [NAME OF ADMINISTRATIVE AGENT], the [TYPE OF ENTITY] described and which executed the foregoing instrument; that he signed her/his name thereto by order of the board of directors of said [TYPE OF ENTITY]. David G.

[Signature]
Notary Public
Printed Name: [NOTARY NAME]

My Commission Expires: [DATE]



SCHEDULE I

PATENTS AND PATENT APPLICATIONS

Owner	Title	Type	Issuing Country	Registration / Application No.	Status
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	Japan	2,938,566	Abandoned
Bionostics, Inc.	Control for Blood Gas/Calcium Analysis Instrumentation	Patent	Japan	2,726,726	Abandoned
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	USA	5,558,985	Abandoned
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	USA	5,320,965	Expired
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	USA	5,304,491	Expired
Bionostics, Inc.	Multiple Control Standard for Blood Analysis	Patent	Canada	1,298,764	Expired
Bionostics, Inc.	Tonometric Fluid for Blood Gas and Co-Oximetry Instruments	Patent	USA	5,045,529	Expired
Bionostics, Inc.	Control for Blood Gas/Calcium Analysis Instrumentation	Patent	USA	5,013,666	Expired
Bionostics, Inc.	Control for Blood Gas/Calcium Analysis Instrumentation	Patent	USA	4,945,062	Expired
Bionostics, Inc.	Multiple Control Standard for Blood Analysis	Patent	USA	4,843,013	Expired
Bionostics, Inc.	Control for Blood Gas/Calcium Analysis Instrumentation	Patent	UK	419,556	Abandoned
Bionostics, Inc.	Control for Blood Gas/Calcium Analysis Instrumentation	Patent	Germany	68918097.7-08	Abandoned
Bionostics, Inc.	Multiple Control Standard for Blood Analysis	Patent	USA	4,753,888	Expired

Bionostics, Inc.	Multiple Control Standard for Blood Analysis	Patent	Germany, France, Great Britain, Switzerland and	263,875	Expired
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	Germany, France, UK, Switzerland and	465,510	Abandoned
Bionostics, Inc.	A Stable Hemoglobin Reference Solution	Patent	Canada	2,049,970	Abandoned
Bionostics, Inc.	Control Solution for Photometric Analysis	Patent	USA	6,900,058 B2	Active
Bionostics, Inc.	System for Statistical Analysis of Quality Control Data	Patent	USA	7,027,931 B2	Active
Bionostics, Inc.	Standard Reference Solutions	Patent	USA	7,521,244 B2	Active
Bionostics, Inc.	Devices, Systems, and Methods for Containment and Use of Liquid	Patent Application	USA	11/121,592	Withdrawn
Bionostics, Inc.	Devices, Systems, and Methods for Containment and Use of Liquid	Patent Application	PCT	US06/015374	Withdrawn
Bionostics, Inc.	Devices, Systems, and Methods for Containment and Use of Liquid	Patent Application	Taiwan	95115671	Abandoned
Bionostics, Inc.	Devices, Systems, and Methods for the Containment and Use of Liquid Solutions	Patent Application	Japan	2008-510036	Abandoned
Bionostics, Inc.	Container for Control System	Patent	USA	D558,357 S	Active

Bionostics, Inc.	Container for Maintaining Stabilized Control Solution and Container for Single-Use Including Prior Use Indicator	Patent Application	USA	60/857,391	Withdrawn
Bionostics, Inc.	Control Solution Container	Patent	USA	D609,362 S	Active
Bionostics, Inc.	Control Solution Container	Patent	USA	D571,928 S	Active
Bionostics, Inc.	Devices, Systems, and Methods for Containment and Use of Liquid Solutions	Patent	USA	7,749,453 B2	Active
Bionostics, Inc.	Container for Maintaining Stabilized Control Solution and Container for Single-use Control Solution Including Prior Use Indicator	Patent	USA	7,850,923	Active
Bionostics, Inc.	Control Solution Container	Patent	USA	D672,051 S	Active

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Title	Type	Issuing Country	Registration / Application No.	Status
Bionostics, Inc.	BIONOSTICS	Trademark	USA	2,190,999	Active
Bionostics, Inc.	BIONOSTICS	Trademark	CTM	745,992	Active
Bionostics, Inc.	RNA MEDICAL	Trademark	USA	1,760,945	Active
Bionostics, Inc.	EQUIL	Trademark	USA	1,787,743	Active
Bionostics, Inc.	EQUILIBRATOR	Trademark	USA	1,784,016	Active
Bionostics, Inc.	BIONOSTICS	Trademark	Canada	TMA595,684	Active
Bionostics, Inc.	PEERQC	Service Mark	USA	3,396,632	Active
Bionostics, Inc.	XSERA	Trademark	USA	3,419,242	Active
Bionostics, Inc.	SAFE-WRAP	Trademark	USA	3,419,241	Active
Bionostics, Inc.	METER-CHECK	Trademark	USA	3,645,159	Active
Bionostics, Inc.	UNIDOSE	Trademark	USA	3,908,448	Active

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

SCHEDULE 4
DOMAIN NAMES

bionostics.com
bionostics.net
bionostics.org
bionosticsinc.com
eqap.us
ferrarisgroup.com
fgdns.com
justfordiabetes.com
mailorderdiabetes.biz
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