

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
Valent BioSciences Corporation		09/03/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	McLaughlin Gormley King Company		
Street Address:	8810 Tenth Avenue North		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55427-4372		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4070911	DARLEX	
Registration Number:	3734914	PRAMEX	
Registration Number:	3557483	PRAMEX	
Registration Number:	1250912	ULTRATEC	
Serial Number:	85954129	PESGUARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademark@winthrop.com		
Correspondent Name:	Stephen R. Baird		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	11435.555		

OP \$140.00 4070911

NAME OF SUBMITTER:	Martha J. Engel
Signature:	/Martha J. Engel/
Date:	09/11/2013
Total Attachments: 4 source=Exhibit B - Trademarks Assignment Agreement (Executed 9-3-2013 Valent to MGK)#page1.tif source=Exhibit B - Trademarks Assignment Agreement (Executed 9-3-2013 Valent to MGK)#page2.tif source=Exhibit B - Trademarks Assignment Agreement (Executed 9-3-2013 Valent to MGK)#page3.tif source=Exhibit B - Trademarks Assignment Agreement (Executed 9-3-2013 Valent to MGK)#page4.tif	

TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT is made as of the 3rd day of September, 2013, by and between Valent BioSciences Corporation, an Illinois corporation ("Assignor") and McLaughlin Gormley King Company, a Minnesota corporation ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 15, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including certain trademarks, trade names and trademark applications of Assignor as identified on Schedule A annexed hereto (the "Trademarks") including the PESGUARD mark, which is the subject of a United States intent-to-use application (the "ITU Mark").

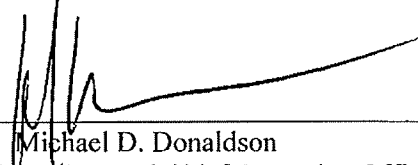
WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to the Trademarks, together with the portion of Assignor's business to which the Trademarks (including the ITU Mark) pertain; and

WHEREAS, Assignee is the successor to that portion of Assignor's business to which the ITU Mark pertains and said business is ongoing and existing;

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademarks Assignment Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademarks Assignment Agreements not been made. The parties acknowledge that other documents will need to be executed to effectuate such assignments in the various country trademark offices, and agree to cooperate in execution of such documents to complete the assignment. Assignee shall be responsible for drafting and filing the documents to complete the recordation of the assignment in the various country trademark offices. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademarks Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

VALENT BIOSCIENCES CORPORATION

By: 
Name: Michael D. Donaldson
Title: President and Chief Executive Officer

MCLAUGHLIN GORMLEY KING COMPANY


By: _____
Name: Steven M. Gullickson
Title: President and Chief Operating Officer

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

VALENT BIOSCIENCES CORPORATION

By: _____
Name: Michael D. Donaldson
Title: President and Chief Executive Officer

MCLAUGHLIN GORMLEY KING COMPANY

By:  _____
Name: Steven M. Gullickson
Title: President and Chief Operating Officer

SCHEDULE A

Trademark Registrations

Mark	Country	Registration Number	Registration Date (mm/dd/yyyy)
DARLEX	U.S.	4070911	12/13/2011
PRAMEX	U.S.	3734914	01/05/2010
PRAMEX	U.S.	3557483	01/06/2009
ULTRATEC	U.S.	1250912	09/13/1983
PRAMEX	Canada	TMA802366	07/19/2011

Trademark Applications

Mark	Country	Application Number	Application Date (mm/dd/yyyy)
PESGUARD	U.S.	85954129	06/07/2013