

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM305222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BioChemics, Inc.		12/31/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Chester and Carol Mscisz
<b>Street Address:</b>	26 High Street
<b>City:</b>	Topsfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01983
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	JMS Sylvan Realty Trust
<b>Street Address:</b>	26 High Street
<b>City:</b>	Topsfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01983
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Composed Of:</b>	• Carol Mscisz, Trustee, UNITED STATES, INDIVIDUAL
<b>Name:</b>	Perry Realty Trust
<b>Street Address:</b>	26 High Street
<b>City:</b>	Topsfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01983
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Composed Of:</b>	• Carol Mscisz, Trustee, UNITED STATES, INDIVIDUAL
<b>Name:</b>	Mscisz Nominee Trust
<b>Street Address:</b>	26 High Street
<b>City:</b>	Topsfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01983
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Composed Of:</b>	• Carol Mscisz, Trustee, UNITED STATES, INDIVIDUAL
<b>Name:</b>	Endicott Realty Trust

OP \$290.00 77822554

Street Address:	26 High Street
City:	Topsfield
State/Country:	MASSACHUSETTS
Postal Code:	01983
Entity Type:	TRUST: UNITED STATES
Composed Of:	• Carol Mscisz, Trustee, UNITED STATES, INDIVIDUAL
Name:	Danversport Limited Partnership
Street Address:	26 High Street
City:	Topsfield
State/Country:	MASSACHUSETTS
Postal Code:	01983
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77822554	BIO-SCRIPTIVES
Serial Number:	77825932	VAS-EX
Serial Number:	77825966	ALO-VERIX
Serial Number:	77828849	EXPEL : LITE
Serial Number:	77910776	LIDUM
Serial Number:	85068839	EXTREME PR
Serial Number:	85097911	TAT-EX
Serial Number:	85223208	EXTREMEAF
Serial Number:	77692831	BIO-SPECIALTY PRODUCTS
Serial Number:	77408234	DERMAL ELASTICS
Serial Number:	<del>95577235</del>	BIO-AVAIL

**CORRESPONDENCE DATA**

85577235 / Registration No. 4343787

Fax Number: 6173996930  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-399-6932  
Email: nandrew@brllawgroup.com  
Correspondent Name: Nichole Andrew  
Address Line 1: c/o BRL Law Group LLC  
Address Line 2: 425 Boylston Street, 3rd FL  
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	John Masiz
SIGNATURE:	/s/ John Masiz
DATE SIGNED:	05/21/2014

**Total Attachments: 4**

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THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY BE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED. THIS LEGEND SHALL BE ENDORSED UPON ANY NOTE ISSUED IN EXCHANGE FOR THIS NOTE.

## BIOCHEMICS, INC.

December 31, 2012

PROMISSORY NOTE

Due December 31, 2013

BioChemics, Inc., a Delaware corporation (the "Company") has been provided a series of loans from various related party entities including: Chester and Carol Mscisz (personally), JMS Sylvan Realty Trust, Perry Realty Trust, Mscisz Nominee Trust, Endicott Realty Trust, Danversport Limited Partnership and Eastern Bank Credit Line ("Holders"). These loans have occurred over many years and continue to be added to by the aforementioned parties. At the commencement of this period 2013 the amount of the outstanding notes was \$11,750,795.42. During this period, See Separate Note was additionally loaned to the Company bringing the total principal plus accrued interest (at 12% annually) to \$13,160,890.87. (See Schedule attached hereto and made a part hereof).

Subject to the terms and conditions outlined below and further subject to a Security Agreement between the parties dated July 15, 2007 (attached hereto and made a part hereof) the parties to this Note hereby extend the maturity of this Note to 12/31/13. In exchange for this accommodation, BioChemics has issued this Secured Promissory Note for value received, and hereby promises to pay to Mr. and Mrs. Chester and Carol Mscisz or any of the related parties hereto, or assigns (the "Holders"), on the 31<sup>st</sup> day of December, 2013 (the "Maturity Date") at the principal offices of the Company, the principal sum together with any interest and premium due, in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment.

### 1. Coupon

This loan shall carry a coupon of 12% compounded annually. In the event of default the interest rate shall increase to 18% compounded annually with a default premium of 3% on the outstanding balance.

### 2. Collateral

The principal amount of the Note shall be secured by the assets and intellectual property of the Company as well as the personal assets of the personal guarantor of the Note whose signature as such is affixed below. This Note is further governed by a Security Agreement between the parties hereto dated July 15, 2007 attached hereto and made a part hereof.

TRADEMARK

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3. Conversion

The Holders have the right, at their exclusive option, to convert any part or all of the outstanding principal and interest into "Preferred B" shares of the Company. The conversion rate is \$4.00 per share. The Preferred B shares are identical in all other respects to the Series A preferred with regard to interest, interest accrual and liquidation and payment preference. The Series B shares shall vote as a separate class in all matters before the corporation. Additional rights of this share class are specified in the Articles of Incorporation, Corporate By Laws or other corporate documents.

4. Covenants of Company

The Company covenants and agrees that, so long as this Note shall be outstanding, it will:

(i) Do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights and franchises and comply with all laws applicable to the Company as its counsel may advise;

(ii) At all times maintain, preserve, protect and keep its property and patents used or useful in the conduct of its business in good repair, working order and condition, and from time to time make all needful and proper repairs, renewals, replacements, betterments and improvements thereto, so that the business carried on in connection therewith may be properly and advantageously conducted at all times;

(iii) Keep adequately insured, by financially sound reputable insurers, all property of a character usually insured by similar corporations and carry such other insurance as is usually carried by similar corporations; and

(iv) At all times keep true and correct books, records, and accounts.

5. Events of Default

A. The Note shall automatically become and be due and payable, without notice or presentment, and Holder may exercise any of his rights hereunder if one or more of the following events, herein called events of default, shall happen and be continuing:

(i) Default in the payment of the principal on the Note when and as the same shall become due and payable, whether by acceleration or otherwise;

(ii) Default in the due observance or performance of any covenant, condition or agreement on the part of the Company to be observed or performed pursuant to the terms hereof, if such default shall continue uncured for 30 days after written notice, specifying such default, shall have been given to the Company by the Holder of the Note;

(iii) Application for, or consent to, the appointment of a receiver, trustee or liquidator of the Company of its property;

- (iv) General assignment by the Company for the benefit of creditors;
- (v) Filing by the Company of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization, or an arrangement with creditors; or
- (vi) Entering against the Company of a court order approving a petition filed against it under the Federal bankruptcy laws, which order shall not have been vacated or set aside or otherwise terminated within 120 days.

B. The Company agrees that notice of the occurrence of any event of default will be promptly given to the Holder at his registered address by certified mail.

C. In case any one or more of the events of default specified above shall happen and be continuing, the principal and interest underlying this Note shall become immediately due and payable and the Holder may proceed to protect and enforce his rights by suit in the specific performance of any covenant or agreement contained in this Note or in aid of the exercise of any power granted in this Note or may proceed to enforce the payment of this Note or to enforce any other legal or equitable rights as such Holder. In no way can this paragraph be construed to limit the Holders from any rights that they may have in the event of a default and the Holder's failure to exercise any rights that they may have in the event of default does not preclude them from doing so at any time thereafter.

D. The Company waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note.

E. In the event of a default, Holder may secure possession of the assets of the Company and the personal guarantor who have provided the security underlying this Note and take any and all other actions needed to perfect Holder's interest.

#### 7. Miscellaneous

A. This Note has been issued by the Company pursuant to authorization of the Board of Directors of the Company.

B. The Company may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever (whether or not this Note shall be overdue), and the Company shall not be affected by any notice to the contrary. The registered owner of this Note shall have the right to transfer it by assignment, and the transferee thereof shall, upon his registration as the owner of the Note, become vested with all the powers and rights of the transferor. Registration of any new owner shall take place upon presentation of this Note to the Company at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify the Company of such transfer and of his address and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Company by the Holder hereof, in person or by his attorney, on the surrender hereof, duly

endorsed. Communications sent to any registered owner shall be effective as against all holders or transferees of the Note not registered at the time of sending the communication.

C. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Note, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Note, if mutilated, the Company shall execute and deliver a new Note of like tenor and date.

D. This Note shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the below authorized signatories have agreed as of the date first written above.

BIOCHEMICS, INC.

By: [Signature] 2/25/13  
John J. Masiz, Esq.  
President and CEO

PERSONAL GUARANTOR

By: [Signature]  
John J. Masiz

Terms accepted as of the date first written above:

By: [Signature] 2/25/13  
Chester Mscisz  
Personally

By: [Signature]  
JMS Realty Trust, Trustee

By: [Signature] 2/25/13  
Mrs. Carol Mscisz  
Personally

By: [Signature]  
Perry Realty Trust, Trustee

By: [Signature]  
Mscisz Nominee Trust, Trustee

By: [Signature]  
Endicott Realty Trust, Trustee

By: [Signature]  
Danversport Limited Partnership, G.P.

By: [Signature]  
Maple Street Realty Trust, Trustee