

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Queenwood Capital Partners, LLC		03/16/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Biothera Holding Corp. formerly known as Biopolymer Engineering, Inc. dba Biothera		
Street Address:	3388 Mike Collins Drive		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3558118	APG 3-6	
Registration Number:	3620907	BIOTHERA	
Registration Number:	3580966	IMMUNE HEALTH BASICS	
Registration Number:	3393014	IMPRIME PGG	
Registration Number:	3577161	WELLMUNE	
Registration Number:	2807439	WGP	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	651-256-4615		
Email:	cbenson@biothera.com		
Correspondent Name:	Catherine Benson		
Address Line 1:	3388 Mike Collins Drive		
Address Line 4:	Eagan, MINNESOTA 55121		
NAME OF SUBMITTER:	Catherine Benson		
SIGNATURE:	/cbenson/		
DATE SIGNED:	06/01/2015		

OP \$165.00 3558118

Total Attachments: 6

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Biothera Holding Corp.

March 16, 2015

Queenwood Capital Partners, LLC
Attn: Dennis Lindahl
8000 Norman Center Drive, Suite 620
Bloomington, MN 55437

Re: Loan from **Queenwood Capital Partners, LLC** in the **principal amount of \$1,057,128.00** to Biothera Holding Corp., as evidenced by the instruments and agreements identified on Schedule 2

Dear Dennis:

You, Queenwood Capital Partners, LLC ("Creditor" or "You"), have received a letter dated October 24, 2014, from Biothera Holding Corp., a Minnesota corporation (the "Company") and the documents included with that letter and listed on Schedule 1 (collectively, the "Proposal Letter"). By signing the acceptance and agreement below, Creditor acknowledges receipt of the Proposal Letter and Creditor has reviewed it. The Proposal Letter outlined several options for You to address the existing monetary obligations and indebtedness owed by the Company to You (the "Existing Obligations") as set forth in certain agreements and instruments, including those listed on Schedule 2 (collectively, along with related instruments, documents and agreements, the "Existing Credit Documents"). The options included one or more of the following: (1) the exchange of the Existing Obligations for the issuance of a 10% Senior Subordinated Convertible Note to be issued to Creditor by the Company; (2) repayment of the Existing Obligations by the Company; or (3) the conversion of the Existing Obligations into Class A Common Stock to be issued to Creditor by the Company.

Pursuant to Creditor's conversations with the Company's CFO, Bill Gacki, **Creditor has elected to address the Existing Obligations by receiving a cash payment of \$1,057,128.00 of the principal amount of the Existing Obligations, plus accrued and unpaid interest, if any, from the Company in accordance with the terms set forth herein.**

If paid by the close of business on March 31, 2015, the amount necessary to pay in full the outstanding Existing Obligations is **\$1,424,630.13, comprised of (i) \$1,057,128.00 in respect of principal and (ii) \$367,502.13 in respect of accrued and unpaid interest, fees and expenses (the "Payoff Amount")**, and no further financing charges, interest or fees shall accrue, except that the Payoff Amount would be increased by **\$434.44 for each day after the close of business on March 31, 2015, until the Payoff Amount is paid in full (the "Per Diem Amount")**. The Payoff Amount, plus the Per Diem Amount, if any (together, the "Total Payoff Amount"), shall be paid by wire transfer to the following account:

Queenwood Capital Partners, LLC -- 80.0307 - Repayment Detail

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Name & Address of Receiving Bank:

US BANK
8700 NICOLLET MAN, MINNEAPOLIS, MN 55402
Name on Bank Account: QUEENWOOD CAPITAL PARTNERS LLC
Account #: 104777567447
Routing #: 091000022

Creditor must provide wire transfer information to the Company prior to March 31, 2015.

The Company agrees that upon Creditor's receipt of the Total Payoff Amount, all commitments by Creditor to provide credit accommodations of any kind to the Company under the Existing Credit Documents or otherwise shall be terminated.

By signing the acceptance and agreement below, Creditor agrees that, upon receipt by Creditor of the Total Payoff Amount (a) all Existing Obligations due and payable by the Company and any of its affiliates under the Existing Credit Documents shall have been repaid or otherwise discharged in full, and shall be forever automatically irrevocably and unconditionally satisfied, released and discharged; (b) all mortgages, hypothecs, charges, liens and other security interests of Creditor in the real or personal property of the Company and its affiliates in which the Company or one of its affiliates has granted to Creditor a security interest or charge or given to Creditor a mortgage to secure the Existing Obligations (collectively, the "Collateral"), and all guarantees of the Existing Obligations, shall be forever automatically irrevocably and unconditionally satisfied, released and discharged without further action; and (c) the Existing Credit Documents shall be terminated and of no further force or effect.

By signing the acceptance and agreement below, Creditor agrees, after receipt by Creditor of the Total Payoff Amount, if requested by the Company to: (a) execute and deliver promptly to the Company or its designees, at the Company's expense, any registrations of deeds or instruments of discharge necessary or desirable to release and discharge any security interest granted under the Existing Credit Documents, including, without limitation, any Uniform Commercial Code termination statements, mortgage releases, intellectual property security agreement releases, account control agreement terminations or release statements pertaining to liens, charges and security interests heretofore granted to Creditor with respect to the Collateral and all guarantees of the Existing Obligations; (b) deliver to the Company or its designees all Existing Credit Documents consisting of promissory notes and other instruments marked "Paid in Full;" and (c) deliver promptly such other termination statements or documents as the Company or its designees may from time to time reasonably request to effectuate or reflect of public record, the release and discharge of such security interests, mortgages, and liens; provided that immediately upon receipt of the Total Payoff Amount, Creditor will deliver all Collateral in

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the possession of Creditor to the Company or its designees. Further, the Company, or its designees, are authorized by Creditor, following delivery to Creditor of payment of the Total Payoff Amount, to file, without the signature of Creditor to the extent permitted by applicable law, such termination statements, deeds or instruments of discharge with respect to liens under the Existing Credit Documents, mortgage release documents, intellectual property release documents, account control agreement terminations and such other instruments of release and discharge pertaining to the security interests, charges, mortgages, and other liens described above of Creditor in any of the property, real or personal of the Company or its affiliates as the Company or its designees may reasonably deem necessary to effectuate or reflect of public record, the release and discharge of all such security interests, charges, mortgages, and liens.

This letter agreement shall become effective when signed by the Company and signed by Creditor. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

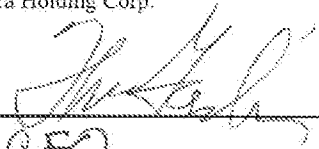
[signature pages follow]

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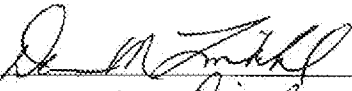
Very truly yours,

Biothera Holding Corp.

By: 
Its: CFO

Accepted and agreed as of the date first written above,

Queenwood Capital Partners, LLC

By: 
Its: Managing Director

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SCHEDULE 1

Documents Included with Proposal Letter

1. Confidential Private Placement Memorandum, Tranche XV, November 21, 2014 and accompanying Exhibit B containing Selected Financial Information
2. Summary of Terms relating to 10% Senior Subordinated Convertible Notes
3. Tranche XV Subscription Agreement for the Purchase of Common Stock
4. Biothera Business Overview, October 2014.
5. Form of New Subordinated Note

SCHEDULE 2

Credit Documents

\$1,057,128 Convertible Debenture with Transactions Proceeds Agreement (#80.0307)

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