

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIOVERSE, INC.		12/31/2007	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGSTAR FINANCIAL SERVICES, PCA		
<b>Street Address:</b>	1921 PREMIER DRIVE		
<b>City:</b>	MANKATO		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56002		
<b>Entity Type:</b>	FEDERALLY CHARTERED INSTRUMENTALITY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2620006	HEALTHY PONDS	
Registration Number:	2954205	HEALTHY PONDS	
Registration Number:	2927548	AQUASPHERE	
Registration Number:	2100271	BIOVERSE	
Registration Number:	2100272	AQUA-FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-766-7000		
<b>Email:</b>	trademarkmpls@faegre.com		
<b>Correspondent Name:</b>	Faegre & Benson LLP		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-3901		
<b>ATTORNEY DOCKET NUMBER:</b>	79419-362624		

OP \$140.00 2620006

NAME OF SUBMITTER:	Kerry R. Thompson, Paralegal
Signature:	/Kerry R. Thompson/
Date:	01/10/2008
<b>Total Attachments: 4</b> source=362624 Bioverse Security Agreement#page1.tif source=362624 Bioverse Security Agreement#page2.tif source=362624 Bioverse Security Agreement#page3.tif source=362624 Bioverse Security Agreement#page4.tif	

## TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT ("Trademark Security Agreement") dated 12 31 07, is by and between BIOVERSE, INC., a Minnesota corporation ("Grantor"), and AGSTAR FINANCIAL SERVICES PCA, in its capacity as Secured Party (in such capacity, "Secured Party") pursuant to the Security Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution, or injury to the goodwill associated with any Trademark and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, those described in Schedule I hereto, which is incorporated into and made a part hereof (the "Trademarks");

WHEREAS, Grantor and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor as set forth in the Security Agreement, dated 12 31 07, by and among Grantor and Secured Party, (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Security Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Security Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Grantor pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

(a) GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor grants to the Secured Party a security interest in the Trademarks and including all rights to

Trademark  
Agreement

transfer an interest in the Trademarks, to secure the payment and performance obligations of the Obligations.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Patent Security Agreement as of the day and year first above written.

BIOVERSE, INC.

By: *Bradley Freking*

Title: *President*

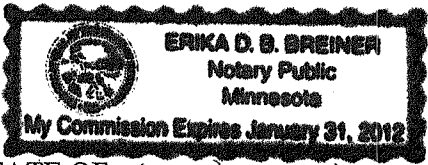
AGSTAR FINANCIAL SERVICES, PCA,  
as Secured Party

By: *Mark Greenwood*

Title: *VP*

STATE OF Minnesota )  
 ) ss.:  
COUNTY OF Jackson )

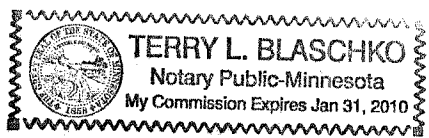
On the 31<sup>st</sup> day of December 2007, before me personally came Bradley Freking, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President of BIOVERSE, INC. which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



*Erika D. B. Breiner*  
Notary Public

STATE OF MN )  
 ) ss.:  
COUNTY OF Blue Earth

On the 8<sup>th</sup> day of Jan, <sup>2008</sup> 2007, before me personally came Mark Greenwood, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the VP of AGSTAR FINANCIAL SERVICES, PCA, which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



*Terry L. Blaschko*  
Notary Public

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEALTHY PONDS	2,620,006	September 17, 2002
HEALTHY PONDS	2,954,205	May 24, 2005
AQUASPHERE	2,927,548	February 22, 2005
BIOVERSE	2,100,271	September 23, 1997
AQUA-FORCE	2,100,272	September 23, 1997

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