

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BioCision, Inc. | | 08/24/2009 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BioCision LLC | | |
| Street Address: | 775 E. Blithedale Ave. | | |
| Internal Address: | Suite 203 | | |
| City: | Mill Valley | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94941 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76688746 | BIOCISION | |
| Serial Number: | 76685108 | BIOCISION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)523-1231 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-570-1000 | | |
| Email: | tadmin@goodwinprocter.com | | |
| Correspondent Name: | Ryan E. Thomas - IP Administrator | | |
| Address Line 1: | Goodwin Procter LLP | | |
| Address Line 2: | Exchange Place, 53 State Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | (123889-186029) BIO600601 | | |
| NAME OF SUBMITTER: | Ryan E. Thomas | | |

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**TRADEMARK
 REEL: 004051 FRAME: 0974**

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|---|------------------|
| Signature: | /Ryan E. Thomas/ |
| Date: | 08/24/2009 |
| Total Attachments: 3 source=Biocision Trademark Transfer LLC#page1.tif source=Biocision Trademark Transfer LLC#page2.tif source=Biocision Trademark Transfer LLC#page3.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 4th day of August, 2008, by and between BioCision, Inc. a corporation organized and existing under the laws of California/U.S.A., and having a usual place of business at 775 E. Blithedale Avenue., Suite 203, Mill Valley, CA 94941 ("Assignor") and BioCision LLC, a limited liability company organized and existing under the laws of Delaware, U.S.A., and having a usual place of business at 775 E. Blithedale Ave., Suite 203, Mill Valley, CA 94941 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks")

WHEREAS, Assignor has transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

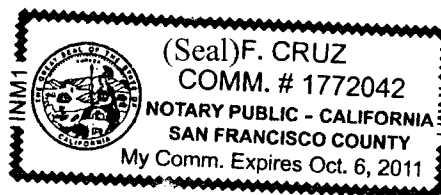
ASSIGNOR: BIOCISION, INC.

Name: Rolf Ehrhardt
Signature: [Handwritten Signature]
Title: President & CEO

NOTARIZATION

On this 24th day of August, 2009, before me, the undersigned Notary Public, personally appeared ROLF D. EHRHARDT, proved to me through satisfactory evidence of identification, which was/were CALIF. DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/~~her~~ knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Handwritten Signature]
Signature of Notary
My Commission Expires: Oct. 06, 2011



ASSIGNEE: BIOCISION LLC

Name: Rolf Ehrhardt
Signature: [Handwritten Signature]
Title: President & CEO

On this 24th day of August, 2009, before me, the undersigned Notary Public, personally appeared ROLF D. EHRHARDT, proved to me through satisfactory evidence of identification, which was/were CALIF. DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/~~her~~ knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Handwritten Signature]
Signature of Notary
My Commission Expires: Oct 06, 2011

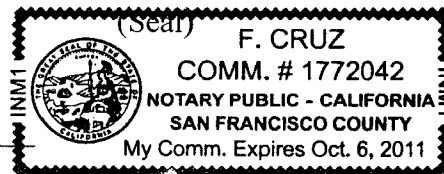


Exhibit A

Marks

| <i>Mark</i> | <i>Jurisdiction</i> | <i>Application No. & Date</i> | <i>Registration No. & Date</i> |
|----------------------|---------------------|-----------------------------------|------------------------------------|
| BIOCISION [& Design] | U.S.A. | 76/688,746 April 18, 2009 | N/A |
| BIOCISION | U.S.A. | 76/685,108 December 20, 2007 | N/A |
| BIOCISION | E.U. | 7263379 September 26, 2008 | N/A |