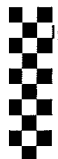


**TRADEMARK ASSIGNMENT**

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
	Howard J Leonhardt		08/23/2011
RECEIVING PARTY DATA			
Name:	Bioheart, Inc		
Also Known As:	AKA Corporation		
Street Address:	13974 NW 4th Street		
Internal Address:	Suite 212		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33325		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
Registration Number:	2507930	BIOHEART	
CORRESPONDENCE DATA			
Fax Number:	(954)845-9976		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9548351500		
Email:	lpalermo@bioheartinc.com		
Correspondent Name:	Bioheart, Inc.		
Address Line 1:	13794 NW 4th Street		
Address Line 2:	Suite 212		
Address Line 4:	Sunrise, FLORIDA 33325		
NAME OF SUBMITTER:	Linda Palermo		
Signature:	/Linda Palermo/		
Date:	08/29/2011		
Total Attachments: 3 source=hl trademark#page1.tif source=hl trademark#page2.tif source=hl trademark#page3.tif			

OP \$40.00 2507930



**ASSIGNMENT OF TRADEMARK**

**THIS ASSIGNMENT OF TRADEMARK** (this "Agreement") is made this 22nd day of August 2011 (the "Effective Date"), by **HOWARD LEONHARDT**, a resident of California (the "Assignor"), in favor of **BIOHEART, INC.**, a Florida corporation (the "Assignee").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of May 31, 2007, by and between the Assignee and BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited liability company ("BlueCrest") (as from time to time amended, revised, modified, supplemented, amended and restated, or replaced, renewed, refunded or refinanced, the "Loan Agreement"), BlueCrest has made available to Assignee certain loans and other financial accommodations subject to the terms and conditions set forth therein (the "Loans"); and

**WHEREAS**, Assignee and BlueCrest are in negotiations to restructure the Loans, and modify the terms and conditions of the Loan Agreement (the "Restructuring"); and

**WHEREAS**, Assignor is the owner of all right, title and interest to the trademark "Bioheart" and the owner of the registration of the trademark with the United States Patent and Trademark Office as set forth on Exhibit A attached to this Agreement (the "Trademark"); and

**WHEREAS**, Assignor is the majority shareholder of the Assignee and will benefit from the Restructuring; and

**WHEREAS**, Assignee has entered into that certain Intellectual Property Security Agreement dated April 2, 2009 in favor of BlueCrest (the "IP Security Agreement"), pursuant to which Assignee has granted to BlueCrest a security interest in all of Assignee's intellectual property, except for the Trademark which is currently owned by Assignor, to secure Assignee's obligations under the Loan Agreement; and

**WHEREAS**, BlueCrest has required that Assignor assign all of his right, title and interest in the Trademark to Assignee as a condition precedent to consummating the Restructuring of the Loan Agreement, so that Assignee may thereafter collaterally assign its right, title and interest in the Trademark to BlueCrest under the terms of the IP Security Agreement, and Assignor has agreed to make such assignment to Assignee on the terms and conditions set forth in this Agreement; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Trademark together with (a) the registration therefor, (b) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other

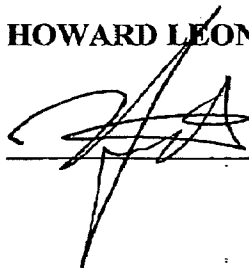
*[Handwritten signature]* 8/23/11

rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto, (c) the goodwill of the business symbolized by and associated with the Trademark and the registrations thereof, and (d) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark or the registrations thereof or such associated goodwill, with all of the foregoing being assigned to Assignee hereunder free and clear of and expressly excluding all debts, liabilities, obligations, taxes, liens and encumbrances of any kind, character or description, whether accrued, absolute, contingent or otherwise (collectively, the "Trademark Property").

Assignor agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee full title, right and interest in and to Trademark Property, free and clear of and expressly excluding all debts, liabilities, obligations, taxes, liens and encumbrances of any kind, character or description, whether accrued, absolute, contingent or otherwise, which this Agreement purports to transfer to Assignee.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment of Trademark in favor of Assignee as of the Effective Date.

**HOWARD LEONHARDT**

 8/23/11

**EXHIBIT A**

**Trademark**

Mark	Serial No.	Filing Date	Reg No.	Reg Date
BIOHEART	75/838364	11/02/99	2507930	11/13/01

*A*  
8/23/11