

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAURUS4757 GmbH (successor in interest to Thomas Girschweiler)		03/25/2014	CORPORATION: SWITZERLAND
WAVI Holding AG (successor in interest to Walter Villiger)		03/25/2014	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	BIOLIFE SOLUTIONS, INC.
Street Address:	3303 Monte Villa Parkway
Internal Address:	Suite 310
City:	Bothell
State/Country:	WASHINGTON
Postal Code:	98021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3842893	BLOODSTOR
Registration Number:	3813202	CRYOSTOR
Registration Number:	3887138	PRESERVATION CHAIN
Registration Number:	3661558	BIOPRESERVATION TODAY
Registration Number:	3499517	
Registration Number:	3284363	BIOLIFE
Registration Number:	3502173	POWERING THE PRESERVATION SCIENCES
Registration Number:	3072903	CP-RXCUE
Registration Number:	3075853	CRYOSTOR DLITE
Registration Number:	2893026	HYPOTHERMOSOL
Registration Number:	2426854	GELSTOR

CORRESPONDENCE DATA

Fax Number: 6123408827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-6842

TRADEMARK

Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP, 50 South 6th St
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	BIOLIFE
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	03/26/2014

Total Attachments: 5

source=Termination of security agreement (executed)#page1.tif
source=Termination of security agreement (executed)#page2.tif
source=Termination of security agreement (executed)#page3.tif
source=Termination of security agreement (executed)#page4.tif
source=Termination of security agreement (executed)#page5.tif

TERMINATION OF SECURITY AGREEMENT

This **TERMINATION OF SECURITY AGREEMENT** (this "Termination") is granted as of March ~~25~~ 2014 by TAURUS4757 GmbH (successor in interest to Thomas Girschweiler ("Girschweiler")) and WAVI Holding AG (successor in interest to Walter Villiger ("Villiger")), (each individually a "Lender" and collectively the "Lenders"), in favor of BIOLIFE SOLUTIONS, INC., a Delaware corporation (the "Company").

RECITALS

WHEREAS, Girschweiler and Villiger (Girschweiler together with Villiger, the "Original Lenders" and each individually, an "Original Lender") made certain advances of money and extended certain financial accommodations to the Company in the amounts and manner set forth in that certain Secured Multi-Draw Term Loan Facility Agreement by and among the Original Lenders and the Company dated as of January 11, 2008 (as has been amended, modified, or supplemented from time to time, the "Term Loan Facility Agreement," and together with the Secured Multi-Draw Term Loan Notes issued thereunder, the "Loan Agreements");

WHEREAS, as a condition of the Original Lenders making the Advances to the Company as set forth in the Loan Agreements, the Company granted the Original Lender a security interest in the assets of the Company;

WHEREAS, the Company executed and delivered a Security Agreement granting the Original Lenders a security interest in and lien on certain Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office ("PTO") on September 28, 2011, at Reel 026983, Frame 0521, against certain patents identified on Exhibit B hereto;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the PTO on September 28, 2011, at Reel 4632, Frame 0011, against certain trademarks identified on Exhibit C hereto;

WHEREAS, on December 16, 2013, each of Girschweiler and Villiger entered into a note conversion agreement with the Company (each, a "Note Conversion Agreement"), pursuant to which each of the notes issued under the Term Loan Facility Agreement will be converted into equity of the Company on substantially similar terms and in connection with the Company's next qualified offer and sale of its equity for cash;

WHEREAS, on February 11, 2014, Girschweiler and Villiger transferred all of their rights and obligations under their respective Loan Agreements and Note Conversion Agreement to Taurus4757 GmbH (an entity wholly-owned by Girschweiler) and WAVI Holding AG (an entity wholly-owned by Villiger), respectively;

WHEREAS, the Company has satisfied all of the obligations under the Loan Agreements and has requested that the Lenders terminate and release their security interests in and liens on the Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreements, unless otherwise defined in this Termination.

(b) The term "Collateral", as used herein, shall mean whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Lenders, to sue in their own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (A) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (B) licenses pertaining to any patent whether Debtor is licensor or licensee, (C) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (D) the right (but not the obligation) to sue for past, present and future infringements thereof, (E) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for,

and (F) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (A) through (F) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

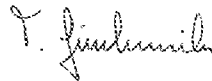
(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral.

(3) Release of Security Interest in Intellectual Property. The Lenders hereby terminate, release and discharge their security interest in the intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(4) Reassignment. The Lenders hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by the Lenders, all of the Lenders' right, title and interest in and to the intellectual property collateral.

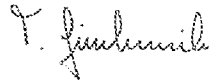
IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

THOMAS GIRSCHWEILER, as Original Lender



TAURUS4757 GMBH, as Lender

By:



Name: Thomas Girschweiler

Title: Managing Partner

WALTER VILLIGER, as Original Lender

WAVI HOLDING AG, as Lender

By: _____

Name:

Title:

and (F) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (A) through (F) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral.

(3) Release of Security Interest in Intellectual Property. The Lenders hereby terminate, release and discharge their security interest in the intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(4) Reassignment. The Lenders hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by the Lenders, all of the Lenders' right, title and interest in and to the intellectual property collateral.

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

THOMAS GIRSCHWIELER, as Original Lender

.....

TAURUS4757 GMBH, as Lender

By:

Name:

Title:

WALTER VILLIGER, as Original Lender

.....

WAVI HOLDING AG, as Lender

By:

Name:

Title:

Walter Villiger
Chairman

TRADEMARK

REEL: 005244 FRAME: 0733

Exhibit C

TRADEMARKS

Mark	Status	Ser. No. / App. Date	Reg. No. / Reg. Date
BLOODSTOR	Registered	77/811,271 24-AUG-2009	3,842,893 31-AUG-2010
CRYOSTOR	Registered	77/798,647 06-AUG-2009	3,813,202 06-JUL-2010
PRESERVATION CHAIN	Registered	77/697,819 24-MAR-2009	3,887,138 07-DEC-2010
BIOPRESERVATION TODAY	Registered	77/318,760 01-NOV-2007	3,661,558 28-JUL-2009
<i>Design Only</i> 	Registered	77/011,434 02-OCT-2006	3,499,517 09-SEP-2008
BIOLIFE	Registered	77/011,609 02-OCT-2006	3,284,363 28-AUG-2007
POWERING THE PRESERVATION SCIENCES	Registered	77/010,649 29-SEP-2006	3,502,173 16-SEP-2008
CP-RXCUE	Cancelled	78/481,499 10-SEP-2004	3,072,903 28-MAR-2006
CRYOSTOR DLITE	Cancelled	78/481,456 10-SEP-2004	3,075,853 04-APR-2006
HYPOTHERMOSOL	Registered	76/556,857 21-OCT-2003	2,893,026 12-OCT-2004
GELSTOR	Registered	75/907,655 01-FEB-2000	2,426,854 06-FEB-2001