

03-27-2003

FORM PTO-1505

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U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

U.S. Patent and Trademark Office

OMB No. 0651-0011 (exp. 5/31/2002)

102401838

Y

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kirk A. MacKenzie

3.25.03

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Interest

Execution Date(s): March 3, 2003

2. Name and address of receiving party(ies):

Name: NBE, LLC

Internal Address: P.O. Box 1759

Street Address: P.O. Box 1759

City: Anna Maria State: FL ZIP: 34216

Additional name(s) of receiving party(ies) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

B. Patent No(s).

5,616,304
 5,744,105
 5,779,996
 6,346,412

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. McKinley

Internal Address: 3300 Plaza VII Building

Street Address: 45 South Seventh Street

City: Minneapolis State: MN ZIP: 55402

Our File No.: 14764/12

6. Total number of applications and patents involved: 4

7. Total Fee (37 CFR 3.41).....\$160.

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☒ Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:

50-1901

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. McKinley

Name of Person Signing

Signature

3/17/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

03/26/2003 LMUELLER 00000218 501901 5616304

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TC2: 15496 v01 03/04/2003

PATENT
 REEL: 013879 FRAME: 0333

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of March 3, 2003, by and between Kirk A. MacKenzie, resident of the State of Florida ("Assignor"), and NBE, LLC, a Delaware limited liability company ("Assignee").

I. RECITALS

A. Assignor extended to NEW BIO, Inc., a Minnesota corporation ("New Bio") the following loans: a) the 2002 Secured Convertible Promissory Note dated as of January 16, 2002 in the original principal amount of \$600,000 executed by Borrower and delivered to Lender ("January 2002 Note"); b) the 2002 Secured Convertible Promissory Note dated as of May 24, 2002 in the original principal amount of \$1,000,000.50 executed by Borrower and delivered to Lender ("May 2002 Note"); iii) the 2003 Secured Convertible Promissory Note dated as of January 22, 2003 in the original principal amount of \$100,000 executed by Borrower and delivered to Lender ("January 2003 Note"); and iv) the 2003 Secured Convertible Promissory Note dated as of February 18, 2003 in the original principal amount of \$100,000 executed by Borrower and delivered to Lender ("February 2003 Note"); collectively, the January 2002 Note, the May 2002 Note, the January 2003 and the February 2003 Note shall be referred to as the "Secured Notes").

B. To secure its obligations under the Secured Notes, New Bio executed and delivered to the Lender, among other things, the following: x) Master Security Agreement dated as of January 16, 2002 ("January 2002 Security Agreement"); y) the Master Security Agreement dated as of May 24, 2002 ("May 2002 Security Agreement"); and z) the Master Security Agreement dated as of January 22, 2003 ("January 2003 Security Agreement"; collectively, the January 2002 Security Agreement, the May 2002 Security Agreement and the January 2003 Security Agreement shall be referred to as the "Security Agreements").

C. Assignor wishes to assign to Assignee all of Assignor's interests and rights in the Secured Notes and Security Agreements.

II. AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns all its right, title, and interest in the following to Assignee (the "Loan Documents") without recourse:

Secured Notes.

Security Agreements.

Any financing statements filed pursuant to Security Agreements.

Books, records and any other documents relating to the foregoing.

III. UCC FINANCING STATEMENTS AND OTHER DOCUMENTS

Assignor hereby authorizes Assignee to cause to be filed any and all UCC financing statements or other similar documents as may be necessary or appropriate to perfect and/or provide notice regarding the assignment of the Loan Documents. Assignee will execute any and

1276142 v02 03/03/2003



all additional documentation that may be necessary or appropriate to cause, evidence or otherwise perfect the assignment of the Loan Documents, including without limitation such documentation that may need to be filed with the Patent and Trademark Office.

IV. NO REPRESENTATION AND WARRANTIES.

Assignor makes no any representations or warranties to Assignee, either express or implied, nor makes any covenants with Assignee, regarding the Loan Documents.

V. ASSIGNMENT IS WITHOUT RECOURSE TO ASSIGNOR.

Assignor assigns the Loan Documents to Assignee without recourse, and Assignor shall not have any further obligation or liability to Assignee regarding the Loan Documents upon the assignment of such Loan Documents.

VI. MISCELLANEOUS PROVISIONS.

This Agreement shall be binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. In the event that any provision of this Agreement is held to be invalid or unenforceable, this Agreement will be construed as not containing such provision and the remainder of the Agreement shall remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of law. This Agreement may be executed in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart.

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