

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale
CONVEYING PARTY DATA	
Name	Execution Date
Medlogics Device Corporation	06/03/2011
RECEIVING PARTY DATA	
Name:	CeloNova BioSciences, Inc.
Street Address:	18615 Tuscany Stone
Internal Address:	Suite 100
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78258
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13357208
CORRESPONDENCE DATA	
Fax Number:	6173674656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.933.4425
Email:	cbunner@rhoiplaw.com
Correspondent Name:	Carol L. Cole
Address Line 1:	Rissman Hendricks & Oliverio LLP
Address Line 2:	100 Cambridge Street, Suite 2101
Address Line 4:	Boston, MASSACHUSETTS 02114
ATTORNEY DOCKET NUMBER:	C038-7036US2
NAME OF SUBMITTER:	Carol L. Cole
Total Attachments: 5 source=Medlogics_Bill_of_Sale#page1.tif source=Medlogics_Bill_of_Sale#page2.tif source=Medlogics_Bill_of_Sale#page3.tif source=Medlogics_Bill_of_Sale#page4.tif source=Medlogics_Bill_of_Sale#page5.tif	

OP \$40.00 13357208

BILL OF SALE

This Bill of Sale is made in connection with a public foreclosure sale, pursuant to California Commercial Code §9610, et seq., held on June 3, 2011, conducted by Todd Wohl of Braunco, Inc., a licensed auctioneer ("Auctioneer"), with respect to certain personal property collateral ("Collateral") securing the obligations of MEDLOGICS DEVICE CORPORATION ("Debtor") to CELONOVA BIOSCIENCES, INC. ("Secured Party").

The sale of the Collateral is pursuant to the terms of (1) that certain Security Agreement dated February 16, 2011 executed by Debtor in favor of Secured Party, and (2) that certain Intellectual Property Security Agreement dated February 16, 2011 executed by Debtor in favor of Secured Party ("IP Security Agreement"). Secured Party's security interest in the Collateral was perfected by (i) the filing of a UCC-1 Financing Statement in the Office of the Secretary of State of California on February 16, 2011, as filing number 11-7261318818, (ii) filing the IP Security Agreement in the European Patent Office on March 2, 2011 under Legal File No. R23-50/ in EP Patent Nos. 06801190.7 and 07864692.4, and (iii) in connection with the U.S. patent applications, U.S. patent registrations, and PCT patent applications listed in Exhibit A, by filing the IP Security Agreement in the U.S. Patent and Trademark Office on February 16, 2011 under Reel/Frame No. 025810/0714.

Secured Party was the sole bidder at the foreclosure sale, and in accordance with the California Commercial Code, for and in consideration of the sum of \$2,251,471.00, which included a credit bid of \$501,470.92, Auctioneer, on behalf of Secured Party, hereby sells, transfers and assigns to Secured Party all of Debtor's right, title and interest in and to the Collateral, which is generally described as follows:

- (a) All patents issued or assigned to, and all patent applications and registrations made by, Debtor (including but not limited to all those listed on Schedule 1 of the IP Security Agreement, whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Debtor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present or future infringements thereof (collectively, "Patents");
- (b) All trademarks (including but not limited to all those listed on Schedule 2 of the IP Security Agreement and service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, that are owned by or

assigned to Debtor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Debtor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future, infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present and future infringements thereof (collectively, "Trademarks");

- (c) All copyrights (including but not limited to all those listed on Schedule 3 of the IP Security Agreement, whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered, and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications made by Debtor, in each case, whether now owned or hereafter created or acquired by or assigned to Debtor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Debtor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world, and (v) rights to sue for past, present or future infringements thereof (collectively, "Copyrights");
- (d) All know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information, and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world, and (iv) rights to sue for past, present or future misappropriations thereof (collectively, "Trade Secrets");
- (e) All license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Debtor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past,

present and future infringements or violations thereof, and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret (collectively, "Intellectual Property Licenses");

- (f) All regulatory and/or trade certifications (including but not limited to all those listed on Schedule 4 of the IP Security Agreement) now owned or hereafter acquired by Debtor in connection with any of its products, including but not limited to the CE Mark (European Union), FCC Logo (United States), GS Mark (Germany), cUL Mark (Canada), IRAM Safety Mark (Argentina), C-Tick Mark (Australia and New Zealand), GOST-R mark (Russia), VCCI Mark (Japan), CISPR Mark (Taiwan), cK Mark (South Korea), NOM Mark (Mexico), CCC Mark (China), PSS Mark (Singapore), SASS Mark (South Africa), CB Test Report (Private Label), and the UL Mark (Private Label) (collectively, "Certifications");
- (g) All other industrial, intangible and intellectual property of any type, including mask works and industrial designs; and
- (h) All Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the property described in subsections (a) through (g) above.

This Bill of Sale may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

ALL TERMS USED HEREIN, IF NOT OTHERWISE SPECIFICALLY DEFINED, SHALL HAVE THE MEANING ASCRIBED THERETO BY THE CALIFORNIA UNIFORM COMMERCIAL CODE AS SUCH CODE MAY BE AMENDED OR REPLACED FROM TIME TO TIME.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Auctioneer has executed this Bill of Sale effective as of June 3, 2011.

AUCTIONEER:

BRAUNCO, INC.

By:


Todd Wohl, ASA

ACKNOWLEDGED AND AGREED:

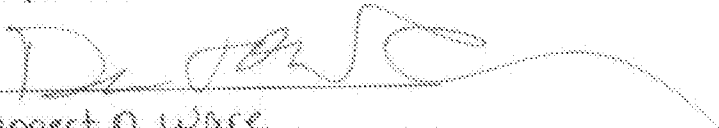
SECURED PARTY in its dual capacities
as lender and successful bidder

CELONOVA BIOSCIENCES, INC.
a Delaware corporation

By:

Name:

Title:


Dannert O. Ware

CEO

EXHIBIT A

Property Type	Number
PCT Number	US0785303
Application No.	11943527
Application No.	60981433
Application No.	11203083
PCT Number	US0238275
Application No.	60323071
Application No.	60333523
Application No.	60364083
Application No.	11735326
PCT Number	US0436567
Application No.	11223234
PCT Number	US0439538
Application No.	10597938
Application No.	11463237
PCT Number	US0631271
PCT Number	US0440270
Application No.	60546091
Application No.	60764941
Application No.	12101903
Application No.	10445400
Application No.	12110217
PCT Number	US0939746
Application No.	10595453
PCT Number	US0435361
Application No.	60513299