

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2785233

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

CONVEYING PARTY DATA

Name	Execution Date
TAURUS4757 GMBH (SUCCESSOR IN INTEREST TO THOMAS GIRSCHWEILER)	03/25/2014
WAVI HOLDING AG (SUCCESSOR IN INTEREST TO WALTER VILLIGER)	03/25/2014

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

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	4923442
Patent Number:	5405742
Patent Number:	5514536
Patent Number:	6045990
Patent Number:	6632666
Patent Number:	6921633
Patent Number:	8642255
Application Number:	12855805
Application Number:	13265959

CORRESPONDENCE DATA

Fax Number: (612)340-8827

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

Phone: 612-340-2600

Email: schuler.emma@dorsey.com

Correspondent Name: DORSEY & WHITNEY LLP

Address Line 1: 50 SOUTH SIXTH STREET, SUITE 1500

Address Line 2: INTELLECTUAL PROPERTY PRACTICE GROUP

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1498

PATENT

NAME OF SUBMITTER:	EMMA L. SCHULER
SIGNATURE:	/Emma L. Schuler/
DATE SIGNED:	03/26/2014
Total Attachments: 6 source=Biolife_Security_Release#page1.tif source=Biolife_Security_Release#page2.tif source=Biolife_Security_Release#page3.tif source=Biolife_Security_Release#page4.tif source=Biolife_Security_Release#page5.tif source=Biolife_Security_Release#page6.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.

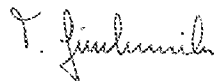
(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral.

(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.

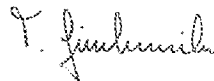
IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

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: Walter Villiger

Title: Chairman

Exhibit B

PATENTS

Title	Serial No.	Filing Date	Pat. or Publ. No.	Issue or Publication Date
Blood Substitute	07/343,850	04/26/1989	4,923,442	05/08/1990
Solutions for Tissue Preservation and Bloodless Surgery and Methods Using Same	08/092,456	07/16/1993	5,405,742	04/11/1995
Solutions for Tissue Preservation and Bloodless Surgery and Methods Using Same	08/328,020	10/24/1994	5,514,536	05/07/1996
Inclusion of Apoptotic Regulators in Solutions for Cell Storage at Low Temperature	09/283,756	04/02/1999	6,045,990	04/04/2000
Normothermic, Hypothermic and Cryopreservation Maintenance and Storage of Cells, Tissues and Organs in Gel-Based Media	09/757,694	01/11/2001	6,632,666	10/14/2003

Title	Serial No.	Filing Date	Pat. or Publ. No.	Issue or Publication Date
Methods and Compositions for the Preservation of Cells, Tissues or Organs in the Vitreous State08/13/2010	10/298,497	11/18/2002	6,921,633	07/26/2005
Method and Use of Microarray Technology and Proteogenomic Analysis to Predict Efficacy of Human and Xenographic Cell, Tissue and Organ Transplant	12/855,805	08/13/2010	2010/0305000	12/02/2010
Materials and Methods for Hypothermic Collection of Whole Blood	12/934,644	03/08/2011	8,642,255	02/04/2014
Apparatuses and Compositions for Cryopreservation of Cellular Monolayers	13/265,959	10/24/2011	2012/0040450	02/16/2012