

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3376560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN G. KING	04/02/2015
RECEIVING PARTY DATA	
Name:	BIOThERA HOLDING CORP. FORMERLY KNOWN AS BIOPOLYMER ENGINEERING, INC.
Street Address:	3388 MIKE COLLINS DRIVE
City:	EAGAN
State/Country:	MINNESOTA
Postal Code:	55121
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	5783569
Patent Number:	5849720
Patent Number:	5811542
Patent Number:	6117850
Patent Number:	6090938
Patent Number:	6110692
Patent Number:	6046323
Patent Number:	6084092
Patent Number:	5817643
Patent Number:	6630310
Patent Number:	6369216
Patent Number:	6294321
Patent Number:	6413715
Patent Number:	7022685
Patent Number:	7786094
Patent Number:	7566704
Application Number:	11057102
Application Number:	10526175
CORRESPONDENCE DATA	
PATENT	

Fax Number:

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

Phone: 651-256-4615
Email: cbenson@biothera.com
Correspondent Name: CATHERINE BENSON
Address Line 1: 3388 MIKE COLLINS DRIVE
Address Line 4: EAGAN, MINNESOTA 55121

NAME OF SUBMITTER:	CATHERINE BENSON
SIGNATURE:	/cbenson/
DATE SIGNED:	06/01/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

source=King Release of Security Interest Letter 4.1.15 - Executed Both Parties (2)[2]#page1.tif
source=King Release of Security Interest Letter 4.1.15 - Executed Both Parties (2)[2]#page2.tif
source=King Release of Security Interest Letter 4.1.15 - Executed Both Parties (2)[2]#page3.tif
source=King Release of Security Interest Letter 4.1.15 - Executed Both Parties (2)[2]#page4.tif
source=IP Security Interest Release - Steve King 4.1.15 - Executed Both Parties[1]#page1.tif
source=IP Security Interest Release - Steve King 4.1.15 - Executed Both Parties[1]#page2.tif
source=IP Security Interest Release - Steve King 4.1.15 - Executed Both Parties[1]#page3.tif

April 1, 2015

Steven G. King
c/o Steven G. King Revocable Trust
16523 Black Oaks Circle
Wayzata, MN 55391-4515

Re: Release of Security Interests in Intellectual Property

Ladies and Gentlemen:

You are receiving this letter agreement (this "Agreement") in connection with that certain Financing Agreement dated as of March 29, 2015 (the "Financing Agreement"), by and between Biothera Holding Corp. ("Holding"), Biothera Pharmaceutical Inc. ("Pharma"), Steven G. King (the "Trustee") and the Steven G. King Revocable Trust (the "Trust"). The Trust is party to (a) a series of convertible loans as described in Schedule A of the Financing Agreement (the "Convertible Notes"); (b) a note dated as of December 31, 2004, by and between Holding and the Trust (the "Equipment Term A Note"); and (c) a note dated as of November 19, 2010, by and between Holding and the Trust ("Equipment Term B Note" and collectively with the Convertible Notes and the Equipment Term A Note, the "Secured Notes"). Certain of the Convertible Notes, designated on Schedule A of the Financing Agreement, are secured by certain intellectual property of Biothera, Inc. ("Biothera" and collectively with Holding and Pharma, in the singular, the "Obligor") pursuant to that certain Security Agreement dated as of May 16, 2001 (the "IP Security Agreement"). The Equipment Term A Note and the Equipment Term B Note may be secured by certain equipment of Obligor pursuant to certain security agreements (collectively, the "Equipment Security Agreements" and together with the IP Security Agreement, the "Security Agreements" and collectively with the Secured Notes, the "Security Documents").

By the Trust's signature and acceptance and agreement below, the Trust and the Trustee agree that, upon the satisfaction of the condition precedent set forth in Section 3.1(e) of the Financing Agreement, all mortgages, hypothecs, charges, liens and other security interests of the Trust and the Trustee in the real or personal property of Obligor and its affiliates in which Obligor or one of its affiliates has granted to the Trust or the Trustee a security interest or charge or given to the Trust or the Trustee a mortgage to secure the Secured Notes, shall be forever automatically irrevocably and unconditionally satisfied, released and discharged without further action, **except for those security interests set forth in Section 2.5 of the Financing Agreement (the "Unreleased Collateral").**

By the Trust's signature and acceptance and agreement below, the Trust and the Trustee agree, upon the satisfaction of the condition precedent set forth in Section 3.1(e) of the Financing Agreement, to: (a) execute and deliver promptly to Obligor or its designees, at Obligor's expense, any registrations of deeds or instruments of discharge necessary or desirable to release and discharge any security interest granted under the Security Documents, including, without limitation, any Uniform Commercial Code termination statements, mortgage releases, intellectual property security agreement releases, account control agreement terminations or

4840-9784-4258:2

Steven G. King Revocable Trust
April 1, 2015
Page 2

release statements pertaining to liens, charges and security interests heretofore granted to the Trust or the Trustee with respect to the Security Documents, except for the Unreleased Collateral; and (b) deliver promptly such other termination statements or documents as Obligor or its designees may from time to time reasonably request to effectuate or reflect of public record, the release and discharge of such security interests, mortgages, hypothecs and liens. Further, Obligor, or its agents, representatives or designees, are authorized by the Trust and the Trustee to file, without the signature of the Trust or the Trustee to the extent permitted by applicable law, such termination statements, deeds or instruments of discharge with respect to liens under the Security Documents, mortgage release documents, intellectual property release documents, account control agreement terminations and such other instruments of release and discharge pertaining to the security interests, charges, mortgages, hypothecs and other liens described above of the Trust or the Trustee in any of the property, real or personal of Obligor or its affiliates as Obligor or its designees may reasonably deem necessary to effectuate or reflect of public record, the release and discharge of all such security interests, charges, mortgages, hypothecs and liens, except for the Unreleased Collateral.

This Agreement shall become effective when signed by Obligor and signed by the Trust in the space for Trust's acceptance and agreement provided below. Delivery of an executed signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof.


THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

[signature pages follow]

Steven G. King Revocable Trust
April 1, 2015
Page 3

Very truly yours,

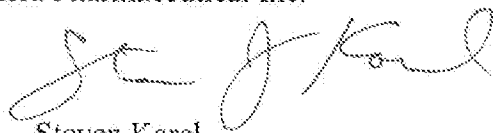
Biothera Holding Corp.


By: Steven Karel
Its: Chief Administrative Officer

Biothera, Inc.

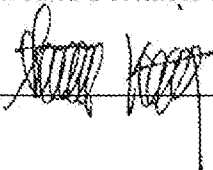

By: Steven Karel
Its: Chief Administrative Officer

Biothera Pharmaceutical Inc.


By: Steven Karel
Its: Chief Administrative Officer

Accepted and agreed as of the date first written above,

Steven G. King, for himself and in his capacity as the Trustee of the Steven G. King Revocable Trust created under agreement dated December 7, 2011

By:  _____

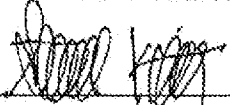
DISCHARGE OF RECORDED SECURITY INTEREST
(Patents)

WHEREAS, by a Security Agreement (the "Security Agreement") Biothera, Inc. ("Grantor") granted a security interest in the United States patents listed in Exhibit A attached hereto (the "Collateral") to Steven G. King or the Steven G. King Revocable Trust (collectively, the "Secured Party"), in order to secure repayment of certain amounts then owing to the Secured Party (the "Indebtedness").

NOW THEREFORE, to all who it may concern be it known that for and in consideration of the arrangements under that certain Financing Agreement dated as of March 29, 2015, by and between Biothera Holding Corp., Biothera Pharmaceutical Inc., Steven G. King and the Steven G. King Revocable Trust, the Secured Party hereby (a) releases and discharges all the security interests granted by the Security Agreement, being the security interests granted in respect of the patents and trademarks and all other Collateral and (b) acknowledges, confirms and agrees that the Security Agreement is discharged, released and terminated and of no further force or effect.

Executed at Wayzata, Minnesota this 2 day of APRIL, 2015.

Steven G. King, for Himself and
in His Capacity as the Trustee
Revocable Trust Created under
Agreement Dated December 7,
2011

By: 

(Authorized signatory)

EXHIBIT A
PATENTS

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
USES FOR UNDERIVATIZED, AQUEOUS SOLUBLE B(1-3) GLUCAN AND COMPOSITIONS COMPRISING SAME	5783569	7/21/98	1/26/95
ENHANCEMENT OF NON-SPECIFIC IMMUNE DEFENSES BY ADMINISTRATION OF UNDERIVATIZED, AQUEOUS SOLUBLE GLUCANS	5849720	12/5/98	3/8/95
METHOD FOR PRODUCING SOLUBLE GLUCANS	5811542	9/22/98	5/2/95
MOBILIZATION OF PERIPHERAL BLOOD PRECURSOR CELLS BY B(1,3)-GLUCAN	6117850	9/12/00	5/9/96
ACTIVATION OF SIGNAL TRANSDUCTION BY UNDERIVATIZED, AQUEOUS SOLUBLE B(1-3)-GLUCAN	6090938	7/18/00	6/14/96
RECEPTOR FOR UNDERIVATIZED AQUEOUS SOLUBLE BETA(1-3)-GLUCAN	6110692	8/29/00	1/31/07
CONFORMATIONS OF PGG-GLUCAN	6046323	4/4/00	7/29/97
B(1-3) –GLUCAN DIAGNOSTIC ASSAYS	6084092	7/4/00	12/12/97
UNDERIVATIZED, AQUEOUS SOLUBLE B(1-3) GLUCAN, COMPOSTITION AND METHOD OF MAKING SAME	5817643	10/6/98	6/6/95
ASSAY FOR BINDING BETWEEN	6630310	10/7/03	10/30/98

CARBOHYDRATE AND GLYCOLIPID			
VERY HIGH MOLECULAR WEIGHT BETA-GLUCANS	6369216	4/9/02	6/3/99
B(1-3)-GLUCAN DIAGNOSTIC ASSAYS	6294321	9/25/01	1/27/00
BETA (1-3) –GLUCAN DIAGNOSTIC ASSAYS	6413715	7/2/02	6/19/01
VERY HIGH MOLECULAR WEIGHT BETA-GLUCANS	7022685	4/4/06	3/7/02
USE OF BETAGLUCANS AGAINST BIOLOGICAL WARFARE WEAPONS AND PATHOGENS INCLUDING ANTHRAX	7786094	8/31/10	10/9/02
VERY HIGH MOLECULAR WEIGHT BETA-GLUCANS	7566704	7/28/09	1/17/06