

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		02/04/2008	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bionostics Plc
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	Private Limited Company: UNITED KINGDOM

Name:	Oxford Cryosystems Limited
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	Private Limited Company: UNITED KINGDOM

Name:	Densa Ltd
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	Private Limited Company: UNITED KINGDOM

Name:	Bionostics Inc.
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS

CH \$115.00 1787743

Postal Code:	01434
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Oxford Cryosystems Inc.
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	CORPORATION: MASSACHUSETTS

Name:	Ferraris Group, Inc.
Street Address:	7 Jackson Road
City:	Devens
State/Country:	MASSACHUSETTS
Postal Code:	01434
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1787743	EQUIL
Registration Number:	2190999	BIONOSTICS
Registration Number:	1760945	RNA MEDICAL
Registration Number:	1784016	EQUILIBRATOR

CORRESPONDENCE DATA

Fax Number: (212)230-7735
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-318-6535
 Email: traceybennett@paulhastings.com
 Correspondent Name: Tracey D. Bennett
 Address Line 1: c/o Paul, Hastings, Janofsky & Walker
 Address Line 2: 75 E. 55th Street
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	72786.00004
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	02/05/2008

Total Attachments: 13

source=Deed of Release#page1.tif

source=Deed of Release#page2.tif

source=Deed of Release#page3.tif

source=Deed of Release#page4.tif

source=Deed of Release#page5.tif

source=Deed of Release#page6.tif

source=Deed of Release#page7.tif

source=Deed of Release#page8.tif

source=Deed of Release#page9.tif

source=Deed of Release#page10.tif

source=Deed of Release#page11.tif

source=Deed of Release#page12.tif

source=Deed of Release#page13.tif

DATED FEBRUARY 4, 2008

(1) BARCLAYS BANK PLC
(as Bank)

in favour of

(2) THE PARTIES LISTED IN SCHEDULE 1
(as Chargors)

DEED OF RELEASE OF
SECURITY

CONTENTS

1.	DEFINITIONS	1
2.	DISCHARGE AND RELEASE.....	1
3.	DOCUMENTS NOT RELEASED	2
4.	COSTS AND EXPENSES	2
5.	FURTHER ASSURANCE.....	2
6.	THIRD PARTY RIGHTS	2
7.	GOVERNING LAW AND JURISDICTION	3
8.	COUNTERPARTS.....	3
	SCHEDULE 1	4
	Chargors	4
	SCHEDULE 2	5
	Security Documents	5
	SCHEDULE 3	7
	Patents	7
	SCHEDULE 4	8
	Trademarks.....	8
	SCHEDULE 5	9
	Documents not released pursuant to this Deed.....	9

THIS DEED is made on

FEBRUARY 4,

2008

BETWEEN

- (1) **BARCLAYS BANK PLC** acting by its office at 6th Floor, 1 Churchill Place, London E14 5HP ("Bank");

in favour of:

- (2) **THE PARTIES LISTED IN SCHEDULE 1** (each a "Chargor" and together, the "Chargors").

BACKGROUND:

- (A) By the Security Documents (as defined below), the Chargors charged their property and assets to the Bank as security for the performance of the obligations of the Chargors to the Bank under the Security Documents (as defined below).
- (B) In consideration of the irrevocable and unconditional discharge of the present and future obligations of the Chargors to the Bank, the Bank has agreed to release the Chargors from their obligations under the Security Documents and to release the security constituted thereby on the terms and conditions to this Deed.

IT IS AGREED as follows:

1. DEFINITIONS

"Bionostics Inc." means Bionostics Inc. (US registered company);

"Patents" means the patents, patent registrations and applications listed in schedule 3;

"Released Assets" means the property and assets of the Chargors that are charged pursuant to the Security Documents;

"Secured Obligations" means all present and future covenants obligations and liabilities of the Chargors to the Bank (whether actual, contingent, sole, joint and/or several or otherwise) under the Security Documents;

"Security Documents" means the security documents granted in favour of the Bank as set out in schedule 2;

"Trademarks" means the trademarks, trademark registrations and applications listed in schedule 4.

2. DISCHARGE AND RELEASE

The Bank, without recourse or warranty, hereby irrevocably and unconditionally:

- 2.1 surrenders, releases and re-conveys all of the Chargors' rights, title and interest in and to the Released Assets to the Chargors free and clear of all security rights and interests constituted by the Security Documents;

- 2.2 reassigns to the Chargors all Released Assets assigned to the Bank by or pursuant to the Security Documents;
- 2.3 reassigns and releases to Bionostics Inc. and terminates all right, title and interest the Bank has in and to the Patents and the Trademarks and all proceeds of the foregoing, and all general intangibles associated with the foregoing, including, without limitation, all goodwill associated in any way with such Patents and Trademarks, the right to sue for past, present and future infringements, and all rights corresponding thereto associated with such Patents and Trademarks;
- 2.4 consents to the Chargors giving notice of such reassignment on its behalf to any person on whom notice of the assignment of any such Released Assets to the Bank by or pursuant to such Security Documents was served;
- 2.5 releases all other assets, property, rights, benefits and interests charged or mortgaged or otherwise granted as security for the Secured Obligations by the Chargors to the Bank and confirms that it is no longer relying on them;
- 2.6 releases and discharges all the Chargors' obligations under any other agreement or guarantee that may have been created by the Chargors in favour of the Bank in relation to the Secured Obligations;
- 2.7 releases and discharges the Chargors from all covenants, liabilities and obligations to the Bank under the Security Documents to which they are a party; and
- 2.8 confirms and agrees that all Security Documents are hereby released and of no further force or effect.

3. DOCUMENTS NOT RELEASED

The parties agree that the documents listed in schedule 5 shall remain in full force and effect, and are not released pursuant to this Deed.

4. COSTS AND EXPENSES

The Chargors shall pay to the Bank the amount of all reasonable costs and expenses (including legal fees and all out-of-pocket expenses and any value added tax on such costs and expenses) which are incurred by the Bank in connection with the negotiation, preparation, execution and delivery of this Deed.

5. FURTHER ASSURANCE

The Bank shall, at the request and cost of the Chargors, do or execute or procure to be done or executed all things and give all notices which may reasonably be required to give effect to the provisions of this Deed and to perfect the discharge, release and reassignment of the Security Documents.

6. THIRD PARTY RIGHTS

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. GOVERNING LAW AND JURISDICTION

This Deed is governed by, and construed in accordance with English law and all parties submit to the exclusive jurisdiction of the English Courts.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS of which this Deed has been duly executed by the Bank as a deed on the date written at the beginning of this Deed.

EXECUTION PAGES

The Bank

EXECUTED as a deed (but not delivered)
until the date of this Deed) by)
BARCLAYS BANK PLC by)
its duly authorised attorney in the)
presence of: STANLEY EDWARD WINTER)

SES

Attorney:

Witness. Signature: *M. Watson*

Full Name: *MARK WATSON*

Address: *1 CHURCHILL PLACE*

LONDON

E14 5HP

Occupation: *BANK OFFICIAL*

The Chargors

EXECUTED as a deed (but not)
delivered until the date of this Deed) by)
BIONOSTICS PLC by its duly)
authorised attorney Paul Haycock acting)
pursuant to a power of attorney)
dated FEBRUARY 4, 2008 in the)
presence of:)

Paul Haycock

Paul Haycock

Witness. Signature: *Ronan James Scanlan*.....

Full Name: ..RONAN JAMES SCANLAN

Address: ..10 NORWICH STREET

.....LONDON.....

.....ECHA 1BD.....

Occupation: ..TRAINEE SOLICITOR..

EXECUTED as a deed (but not)
delivered until the date of this Deed) by)
OXFORD CRYOSYSTEMS)
LIMITED by its duly authorised)
attorney Paul Haycock acting pursuant)
to a power of attorney)
dated FEBRUARY 4, 2008 in the)
presence of:)

Paul Haycock

Paul Haycock

Witness. Signature: *Ronan James Scanlan*.....

Full Name: ..RONAN JAMES SCANLAN

Address: ..10 NORWICH STREET

.....LONDON.....

.....ECHA 1BD.....

Occupation: ..TRAINEE SOLICITOR..

SCHEDULE 1

Chargors

1. Bionostics PLC (formerly Ferraris Group PLC) (company registration number 00531142) ("PLC")
2. Oxford Cryosystems Limited (company registration number 00788353) ("OCL")
3. Densa Ltd (formerly known as Bionostics Ltd) (company registration number 01911195) ("DL")
4. Bionostics Inc. (US registered company)
5. Oxford Cryosystems Inc. (US registered company) ("Oxford Inc.")
6. Ferraris Group Inc. (US registered company) ("Ferraris Inc.")

SCHEDULE 2

Security Documents

Security Document	Date	Parties
Debenture	29 July 2002	PLC (1), the Bank (2)
Debenture	29 July 2002	OCL (1), the Bank (2)
Debenture	1 August 2006	DL (1), the Bank (2)
CAS Cross-Guarantee	29 July 2002	PLC (1), OCL (2), the Bank (3)
CAS Cross-Guarantee	7 October 2002	PLC (1), OCL (2), the Bank (3)
CAS Cross-Guarantee	29 November 2002	PLC (1), OCL (2), the Bank (3)
Guarantee	7 July 2006	DL (1), the Bank (2)
CAS 2000 Master Agreement (US Dollars)	19 December 2006	the Bank (1), PLC (2), OCL (3)
Security Agreement	19 December 2006	Ferraris Inc. (1), Bionostics Inc. (2), Oxford Inc. (3), the Bank (4)
Pledge Agreement in relation to the common stock in Ferraris Inc.	19 December 2006	PLC (1), the Bank (2)
Pledge Agreement in relation to the common stock in Bionostics Inc.	19 December 2006	Ferraris Inc. (1), the Bank (2)
Pledge Agreement in relation to the common stock of Oxford Inc.	19 December 2006	Ferraris Inc. (1), the Bank (2)
Unconditional Guaranty in relation to the Revolving Multicurrency Credit Agreement	19 December 2006	Ferraris Inc. (1), the Bank (2)
Unconditional Guaranty in relation to the Multi-Option Facility Agreement	19 December 2006	Ferraris Inc. (1), the Bank (2)
Unconditional Guaranty in relation to the Revolving Multicurrency Credit Agreement	19 December 2006	Bionostics Inc. (1), the Bank (2)
Unconditional Guaranty in relation to the Multi-Option	19 December 2006	Bionostics Inc. (1), the Bank (2)

Facility Agreement		
Unconditional Guaranty in relation to the Revolving Multicurrency Credit Agreement	19 December 2006	Oxford Inc. (1), the Bank (2)
Unconditional Guaranty in relation to the Multi-Option Facility Agreement	19 December 2006	Oxford Inc. (1), the Bank (2)
Deposit Account Control Agreement	19 December 2006	Bionostics Inc. (1), the Bank (2), BOA (3)
Deposit Account Control Agreement	19 December 2006	Oxford Inc. (1), the Bank (2), BOA (3)
Intellectual Property Security Agreement	11 December 2006	Bionostics Inc. (1), the Bank (2)

SCHEDULE 3

Patents

PATENT	PATENT NO. & REGISTRATION DATE	US PATENT AND TRADEMARK OFFICE RECORDATION DATE
System for Statistical Analysis of Quality Control Data	7,027,931 4/11/06	Security Interest Reel: 018645 Frame: 0472 12/19/06
Control Solution for Photometric Analysis	6,900,058 5/31/05	Security Interest Reel: 018645 Frame: 0472 12/19/06
Stable Hemoglobin Reference Solution	5,558,985 9/24/96	Security Interest Reel: 018645 Frame: 0472 12/19/06
Stable Hemoglobin Reference Solution	5,320,965 6/14/94	Security Interest Reel: 018645 Frame: 0472 12/19/06
Stable Hemoglobin Reference Solution	5,304,491 4/19/94	Security Interest Reel: 018645 Frame: 0472 12/19/06
Tonometric Fluid for Blood Gas and Co-Oximetry Instruments	5,045,529 9/3/91	Security Interest Reel: 018645 Frame: 0472 12/19/06
Control for Blood Gas/Calcium Analysis	5,013,666 5/7/91	Security Interest Reel: 018645 Frame: 0472 12/19/06
Control for Blood Gas/Calcium Analysis Instrumentation	4,945,062 7/13/90	Security Interest Reel: 018645 Frame: 0472 12/19/06
Multiple Control Standard for Blood Analysis	4,843,013 6/27/89	Security Interest Reel: 018645 Frame: 0472 12/19/06
Multiple Control Standard for Blood Analysis	4,753,888 6/28/88	Security Interest Reel: 018645 Frame: 0472 12/19/06

SCHEDULE 4

Trademarks

TRADEMARK	TRADEMARK NO. & REGISTRATION DATE	US PATENT AND TRADEMARK OFFICE REGORDATION DATE
EQUIL	1,787,743 8/17/93	Security Interest Reel: 3441 Frame: 0958 12/11/06
BIONOSTICS	2,190,999 9/22/98	Security Interest Reel: 3441 Frame: 0958 12/11/06
FNA MEDICAL	1,760,945 3/30/93	Security Interest Reel: 3441 Frame: 0958 12/11/06
EQUILBRATOR	1,784,016 7/27/93	Security Interest Reel: 3441 Frame: 0958 12/11/06

SCHEDULE 5

Documents not released pursuant to this Deed

Security Document	Date	Parties
CAS Cross-Guarantee	19 December 2006	PLC (1), OCL (2), the Bank (3)
CAS 2000 Master Agreement (Sterling)	19 December 2006	the Bank (1), PLC (2), OCL (3)