

NOTIFICATION OF DISPOSITION OF COLLATERAL

Secured Party: **Kapur Associates, LLC
c/o Fox Rothschild LLP**

Debtors: **Lifeblood Medical, Inc.;
Joseph Fischer; and
Cell Preservation Solutions, LLC**

NOTICE IS HEREBY GIVEN THAT the Secured Party will sell certain collateral described in Exhibit 1 hereto to the highest qualified bidder in public as follows:

DATE: Thursday, May 3, 2018
TIME: 2:00 p.m.
PLACE: Fox Rothschild LLP
 Princeton Pike Corporate Center
 997 Lenox Drive, Building 3
 Lawrenceville, NJ 08648-2311

THE DISPOSITION OF THE COLLATERAL WILL BE SUBJECT TO FEDERAL TAX LIEN FILED MARCH 15, 2010, IN THE AMOUNT OF \$127,840.11.

FURTHER, THE DISPOSITION OF THE COLLATERAL WILL BE AS IS, WHERE IS, AND WITH ALL FAULTS, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO THE COLLATERAL. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION. THE COLLATERAL MAY BE SOLD AS A WHOLE OR SEPARATELY.

Please contact Fox Rothschild LLP, Attn: Steven J. Daroci, Esq. at sdaroci@foxrothschild.com or James F.X. Rudy, Esq. at jrudy@foxrothschild.com, with any questions as to the above.

FOX ROTHSCCHILD LLP
Counsel to Kapur Associates, LLC

Dated: March 27, 2018

EXHIBIT 1

“Collateral” means all of the Intellectual Property of Debtors and Collateral Records.

“Collateral Records” means books, records, ledger cards, files, correspondence, customer lists, supplier lists, blueprints, technical specifications, manuals, computer software and related documentation, electronic storage media, and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Copyrights” means all United States, and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue or otherwise recover for past, present and future infringements thereof, and (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“Intellectual Property” means collectively, all rights, priorities and privileges relating to intellectual property owned by Debtors related to the business of cell preservation technology, including, without limitation, Lifer and Aedesta, whether arising under the United States, multinational or foreign laws or otherwise, including without limitation, Copyrights, Patents, Trademarks, Trade Secrets, Intellectual Property Agreements and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation thereof, and all proceeds of the foregoing, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“Intellectual Property Agreement” means all agreements relating to Intellectual Property, including without limitation, license, collaboration, joint development and material transfer agreements.

“Patents” means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including but not limited to: (i) each patent and patent application referred to in **Schedule A** hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) the right to sue or otherwise recover for any past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secrets” means (i) all trade secrets and all other confidential or proprietary information and know-how, whether or not reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to any of the foregoing, (ii) all rights corresponding thereto throughout the world, (iii) the right to sue or otherwise recover for any past, present and future misappropriation or other violation thereof, and (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“Trademarks” shall mean all United States, and foreign trademarks, common law trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) each trademark referred to in **Schedule B** hereto (as such schedule may be amended or supplemented from time to time), (ii) any registrations and applications, all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world, (v) the right to sue or otherwise recover for any past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (vi) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit

SCHEDULE A

Patent No.	Application No.
7,537,885	U.S. 11/689,876
7,220,538	U.S. 10/841,756
Australia 2004239310	PCT/US04/14551
Brazil PI0410185-5	PCT/US04/14551
Canada 2,526,933	PCT/US04/14551
EP (all designated states) 04751778.4	PCT/US04/14551
China (pub no.) CN1784142	PCT/US04/14551
Mexico 255698	PCT/US04/14551

SCHEDULE B

TRADEMARKS:

1. Aedesta
2. Lifor
3. LIFORCELL
4. LIFORLAB
- 5.



6. Preservation Through Innovation
7. Lifeblood Medical