

07-14-1998



100764019

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

- 1. Name and address of conveying party: *urd*
6-18-98
 Advanced Cell Technology, Inc.
 One Innovation Drive
 Worcester, MA 01605

A Delaware corporation.

- 2. Name and address of receiving party:

Fleet Bank of Maine
 40 Westminster Street
 Mail Stop RI OPT 05A
 Providence, RI 02901-0366

A Maine financial institution.

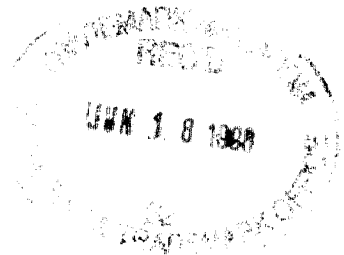
If assignee is not domiciled in the United States, a domestic representative designation is attached: ___

(Designation must be a separate document from Assignment)

- 3. Nature of conveyance: Trademark Security Agreement dated as of May 27, 1998, and attached hereto as Exhibit 1.

- 4. Registration numbers:

<u>Trademark Applications</u>	<u>Application No.</u>	<u>Application Date</u>
Advanced Cell Technology	75-213,708	12/16/96



07/13/1998 DNGUYEN 00000337 75213708
 01 FC:481 40.00 OP

Trademarks Registration No. Registration Date

NONE

5. Name and address of party to whom correspondence concerning document should be mailed:

Robert Porcelli, Legal Assistant
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40.00

8. Deposit account number: **[Not applicable]**

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.



Name: Theresa R. Cline

Date: June 16, 1998

Mail documents to be recorded with required cover sheet information to:

Box Assignment Fee
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 27, 1998, between **ADVANCED CELL TECHNOLOGY, INC.**, a Delaware corporation having its principal place of business at One Innovation Drive, Worcester, Massachusetts 01605 (the "**Assignor**"), and **FLEET BANK OF MAINE** (together with its successors and assigns, the "**Secured Party**"), as parties to that certain Unlimited Guaranty of even date herewith by the Assignor for the benefit of the Secured Party (as amended and in effect from time to time, the "**Guaranty**"). All capitalized terms which are used herein without definition and which are defined in the Guaranty shall have the same meanings herein as in the Guaranty, or if not defined therein, in that certain Forbearance and Modification Agreement dated as of May 11, 1998 by and among Avian Farms, Inc. ("**AFI**") Avian Farms U.S.A., Inc. ("**AFUSA**") and collectively with AFI, the "**Borrowers**") and the Secured Party, as amended and in effect from time to time (the "**Forbearance Agreement**").

WHEREAS, pursuant to the Loan Documents (as defined in the Forbearance Agreement), the Secured Party has extended certain credit facilities to the Borrowers;

WHEREAS, the Borrowers have requested that the Bank enter into the Forbearance Agreement, for the benefit of the Borrowers, pursuant to which the Bank, subject to the terms and conditions contained therein, is to restructure the Borrowers' existing indebtedness to the Bank;

WHEREAS, the Assignor is a consolidated subsidiary of AFI in which AFI has made substantial investments and the Assignor is a member of an affiliated group of corporations and other business entities where the economic and financial success of each such corporation or entity is dependent on the economic and financial success of the others;

WHEREAS, the Assignor will receive direct and indirect economic benefits from the Secured Party entering into the Forbearance Agreement;

WHEREAS, it is a condition precedent to the Secured Party entering into the Forbearance Agreement that the Assignor execute and deliver to the Secured Party a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor is unconditionally guarantying all of the Obligations pursuant to the terms of the Guaranty;

WHEREAS, the Assignor has executed and delivered to the Secured Party the Security Agreement (defined below), pursuant to which the Assignor has granted to the Secured Party a security interest in all of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Guaranteed Obligations (as defined in the Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Definitions. The following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2(a).

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount,

delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity:

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Secured Party to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of

or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

§2. Grant of Security Interest.

(a) As collateral security for the payment and performance in full of all of the Guaranteed Obligations, the Assignor hereby unconditionally grants to the Secured Party a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Secured Party.

(b) In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2(a), the Assignor grants, assigns, transfers, conveys and sets over to the Secured Party the Assignor's entire right, title and interest in and to the Pledged Trademarks: provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence of the Forbearance Termination Date or (ii) immediately and automatically (without notice or action of any kind by the Secured Party) upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Secured Party or its nominee in lieu of foreclosure).

(c) Pursuant to the Security Agreement the Assignor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Pledged Trademarks)

pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

§3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Secured Party a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements with each of the Maine and Delaware Secretary of State and the Secretary of the Commonwealth of Massachusetts under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor,

or (ii) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder.

§4. Inspection Rights. The Assignor hereby grants to the Secured Party and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

§5. No Transfer or Inconsistent Agreements. Except as set forth in the Guaranty and the Forbearance Agreement, without the Secured Party's prior written consent, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

§6. After-acquired Trademarks, Etc.

(a) If, before the Guaranteed Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interest therein.

(b) The Assignor authorizes the Secured Party to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

§7. Trademark Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party in connection with the Secured Party's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

(b) The Assignor shall have the right to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other

expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

(c) The Assignor shall have the right to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Secured Party to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Secured Party is completely satisfied that such joinder will not subject the Secured Party to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including legal fees, incurred by the Secured Party pursuant to this §7(c).

(d) In general, the Assignor may take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

(e) Promptly upon obtaining knowledge thereof, the Assignor will notify the Secured Party in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Secured Party to dispose of any of the Pledged Trademarks or the rights and remedies of the Secured Party in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

§8. Remedies. Upon and after the occurrence of the Forbearance Termination Date, the Secured Party shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2(b)), the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Maine and the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Secured Party in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Guaranteed Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks

shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

§9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Secured Party, in its own name or that of the Assignor (in the sole discretion of the Secured Party), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Secured Party for any cost or expense incurred by the Secured Party in so doing.

§10. Power of Attorney. If the Forbearance Termination Date shall have occurred, the Assignor does hereby make, constitute and appoint the Secured Party (and any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Party under this power of attorney (except for the gross negligence or willful misconduct of the Secured Party). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

§11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Party may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Secured Party the grant, perfection and priority of the Secured Party's security interest in the Pledged Trademarks. Without limiting the generality of the foregoing, upon and at any time after the effectiveness of the assignment and transfer pursuant to Section 2(b) hereof, upon the request of the Secured Party, the Assignor shall execute and deliver to the Secured Party an assignment of trademarks in substantially the form of Exhibit 1 hereto, which the Secured Party is authorized to record with the PTO.

§12. Termination. At such time as all of the Guaranteed Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Secured Party shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor documents in recordable form sufficient to discharge the liens and security interests granted hereunder, subject to any disposition of all or any part thereof that may have been made by the Secured Party pursuant hereto or the Security Agreement.

§13. Course of Dealing. No course of dealing between the Assignor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

§14. Expenses. Any and all reasonable fees, costs and expenses, including but not limited to the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

§15. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Guaranty.

§16. No Assumption of Liability: Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES, PROVIDED THAT THE FOREGOING INDEMNITY SHALL NOT EXTEND TO ANY COSTS, EXPENSES, DAMAGES AND CLAIMS INCURRED BY THE SECURED PARTY RESULTING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE SECURED PARTY.

§17. Notices. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in accordance with the provisions of §12 of the Guaranty.

§18. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Secured Party and the Assignor, except as provided in §6(b). The Secured Party shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

§19. Governing Law; Consent to Jurisdiction. **THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MAINE.** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Maine or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

§20. Waiver of Jury Trial. **THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the forbearance Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this §20.

§21. Prejudgment Remedy Waiver. **THE ASSIGNOR ACKNOWLEDGES THAT THE FINANCING EVIDENCED HEREBY IS A COMMERCIAL TRANSACTION. THE ASSIGNOR HEREBY WAIVES ITS RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE SECURED PARTY MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, THE ASSIGNOR ACKNOWLEDGES THAT THE SECURED PARTY'S ATTORNEY MAY ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. THE ASSIGNOR ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY AS AFORESAID AND THE SECURED PARTY**

ACKNOWLEDGES THE ASSIGNOR'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT.

§22. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Guaranty and the Forbearance Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Guaranty or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

§23. Continuing Lien. The Assignor agrees that, in the event the Assignor sells, transfers or conveys any or all of its assets to any third party (whether or not an affiliate of the Assignor), all of such assets shall be sold, transferred or conveyed ***subject to the lien of this Trademark Agreement***, unless and until an amount equal to all related Prepayment Event Proceeds shall have been paid to the Secured Party as and when required under the Loan Documents

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Agreement to be executed as a document under seal as of the day and year first above written.

ADVANCED CELL TECHNOLOGY, INC.

By: _____

Its

FLEET BANK OF MAINE

By: MFC Meier
Its BANKING OFFICE

STATE OF MAINE
COUNTY OF Kennebec

^{3rd} Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of June, 1998, personally appeared Robert H. SAGGIO to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of ADVANCED Cell Technology and that said instrument was signed and sealed on behalf of said corporation, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

Jeanine S. Cloutier
Notary Public
My commission expires: 3/12/2005

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

Before me, the undersigned a Notary Public in and for the county aforesaid, on this day of MAY 29, 1998, personally appeared MICHAEL F. O'NEILL to me known personally, and who, being by me duly sworn, deposes and says that he is the BANKING OFFICER of FLEET BANK OF MAINE and that said instrument was signed and sealed on behalf of said corporation, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

Jane A. Martin
Notary Public JANE A. MARTIN
My commission expires: 2/12/02

Schedule A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>

None

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>

Advanced Cell Technology	75213708	12/16/96
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Schedule A
Continued

Foreign Trademarks and Trademark Registrations

<u>Country/ Reference</u>	<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registrations -- Registration Date</u>
	None		

<u>Country/ Reference</u>	<u>Trademark or Service Mark</u>	<u>Filing Date</u>	<u>Pending Foreign Applications -- Serial No.</u>
	None		

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____ a corporation organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____ a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 199__.

{ _____ }

By: _____
Its

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 199__.

[Assignee]

By: _____

Title: _____

Annex - Continued

Foreign Trademarks and Trademark Registrations

<u>Country/ Reference</u>	<u>Registrations -- or Service Mark</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration</u>
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<u>Country/ Reference</u>	<u>Trademark or Service Mark</u>	<u>Pending Foreign Applications -- Filing Date</u>	<u>Serial No.</u>
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