

MRL 2/19/99

02-25-1999



100972116

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/24/1999 DNGUYEN 00000109 1698945

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 375.00 OP
03 FC:998 5.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1859 FRAME: 0512

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75502938"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75070149"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1698945"/>	<input type="text" value="1756240"/>	<input type="text" value="1619204"/>
<input type="text" value="1960838"/>	<input type="text" value="1886714"/>	<input type="text" value="2057918"/>
<input type="text" value="1478140"/>	<input type="text" value="1357365"/>	<input type="text" value="1931438"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Stephen M. Dorvee

Name of Person Signing

Signature

2/16/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Corporation Association

Other

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Trademark Application Number(s) or Registration Number(s)

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1357366"/>	<input type="text" value="1935707"/>	<input type="text"/>
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<input type="text" value="1760564"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1772188"/>	<input type="text"/>	<input type="text"/>

EXHIBIT A**MARK REGISTRATIONS & APPLICATIONS**

MARK	REGISTRATION NUMBER	APPLICATION NUMBER
ALT	1,698,945	
BIOGLUE	1,960,838	
BIOTECHNOLOGIES FOR MEDICINE		75/502,938
CARDIAC CHRONICLE	1,478,140	
CRYOGRAFT	1,756,240	
CRYOKIDS	1,886,714	
CRYOLIFE	1,357,365	
CRYOLIFE CARDIOVASCULAR, INC.	1,619,204	
CRYOLIFE CHIMERA VALVE	2,057,918	
CRYOLIFE INTERNATIONAL	1,931,438	
The Cryolife Logo	1,357,366	
CRYOLIFE ORTHOPAEDICS, INC.	1,625,388	
CRYOPAK	1,628,243	
CRYOSAFE	1,645,897	
CRYOVALVE	1,719,303	
CRYOVEIN	1,760,564	
FIBRX	1,772,188	
SYNERGRAFT	1,935,707	
THE CRYOLIFE DIFFERENCE - SERVICE MARK/TRADEMARK APPLIED FOR		75/070,149
THE LEADER IN TRANSPLANT PRESERVATION - SERVICE MARK & REGISTERED	1,837,580	

MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of April 17, 1998, by and between CryoLife, Inc., a Florida corporation, having an office and principal place of business at 1655 Roberts Blvd., NW, Kennesaw, Georgia 30144 ("Assignor") and CryoLife Technology, Inc., a Nevada corporation, having an office and principal place of business at 1325 Airmotive Way #130, Reno, Nevada 89502-3239 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the marks, as shown in the attached Exhibit A which it uses in connection with its cryopreservation services, the commercialization of implantable surgical bioadhesives and biomaterials and related single-use medical devices and accessories, the commercialization of bioprosthetic cardiovascular devices, including porcine heart valves, and the commercialization of modified xenograft tissues, together with the goodwill symbolized by such marks and/or resulting from its earlier use of such marks (collectively, the "Marks");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, said Marks together with the goodwill of its business symbolized thereby;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, pursuant to a Stock Subscription Agreement of even date herewith (the "Subscription Agreement"), Assignor has agreed to assign to Assignee the Marks;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor pursuant to the Subscription Agreement.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby.

3. Warranties and Representations. Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Marks, no other person or entity has any security interest in the Marks, in any registrations thereof, or in any applications to register the Marks, and there have been no prior assignments of the Marks or registrations thereof, or any applications to register the Marks.

3.4 No person or entity is using the Marks with Assignor's permission or pursuant to any agreement with Assignor.

3.5 The Marks have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Marks.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Marks or the services identified by the Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Marks or the residual goodwill in the Marks, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Marks.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever. Assignor shall not grant to any other entity or individual the right to use the Marks in any manner whatsoever.

6. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to

reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Nevada.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to assignor, to: CryoLife, Inc.
1655 Roberts Blvd., NW
Kennesaw, Georgia 30144
Attn: Edwin B. Cordell, Jr.

If to Assignee, to: CryoLife Technology, Inc.
1325 Airmotive Way #130
Reno, Nevada 89502-3239
Attn: Janice George

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

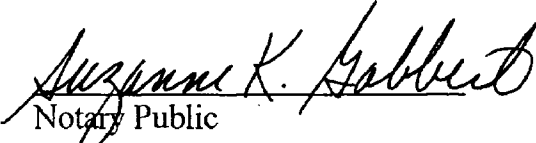
7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

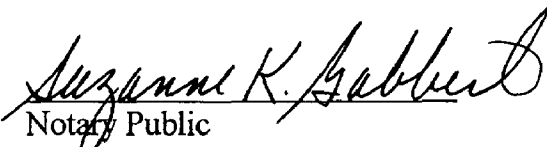
Sworn to and subscribed
before me this 17th day
of December 1998.


Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 13, 2000

Sworn to and subscribed
before me this 17th day
of December 1998.

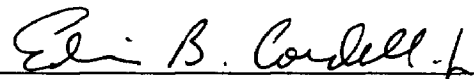

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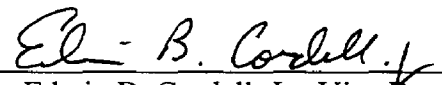
“Assignor”:

CRYOLIFE, INC.

By: 
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer

“Assignee”:

CRYOLIFE TECHNOLOGY, INC.

By: 
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer