

05-06-1999

R SHEET
ONLY

Docket No.:

020494.0108



101030495

Tab settings

To the Honorable Commissioner

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Reprogenesis, Inc.
21 Erie Street, Suite 22
Cambridge, MA 02139
USA



- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Essex Woodlands Health Ventures Fund III, LLP**

Internal Address: **c/o Martin Sutter**

Street Address: **2170 Buckthorne Place, Suite 170**

City: **The Woodlands** State: **TX** ZIP: **77380**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Texas**
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: **January 27, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/591,513 75/591,512

B. Trademark Registration No.(s)

2,097,202 2,099,098

Additional numbers attached? Yes No

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

Name: **Baker & Botts, L.L.P.**

Internal Address: **The Warner Building, Suite 1300**

Street Address: **1299 Pennsylvania Avenue, N.W.**

City: **Washington** State: **DC** ZIP: **20004**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ **\$115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0375

05/05/1999 DMGUYEN 00000217 2097202

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01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

James B. Arpin

Name of Person Signing

Signature

04/27/99

Date

Total number of pages including cover sheet, attachments, and document: 6

65-227-6

Recordation Form Cover Sheet
(Continuation)
Trademarks Only - Receiving Parties

H&Q Healthcare Investors
c/o Paul Howard
50 Rowes Wharf, 4th Floor
Boston, MA 02110
Massachusetts Business Trust
(Massachusetts)

H&Q Life Sciences Investors
c/o Paul Howard
50 Rowes Wharf, 4th Floor
Boston, MA 02110
Massachusetts Business Trust
(Massachusetts)

Piedmont Venture Partners
c/o Stacy Anderson
1 Morrowcost Center
Suite 380
6805 Morrison Boulevard
Charlotte, NC 28211
Limited Partnership (North Carolina)

William B. Finneran
34th Floor, Oppenheimer Tower
World Financial Center
200 Liberty Street
New York, NY 10281
Individual (U.S. Citizen)

Peter J. Crowley
34th Floor, Oppenheimer Tower
World Financial Center
200 Liberty Street
New York, NY 10281
Individual (U.S. Citizen)

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, REPROGENESIS, INC., a Texas corporation (the "Grantor"), owns the Trademarks and Trademark registrations and licenses listed on Schedule 1 attached hereto; and

WHEREAS, pursuant to the Security Agreement, between Grantor and ESSEX WOODLANDS HEALTH VENTURES FUND III, L.P., H&Q HEALTHCARE INVESTORS, H&Q LIFE SCIENCES INVESTORS, PIEDMONT VENTURE PARTNERS, LIMITED PARTNERSHIP, WILLIAM B. FINNERAN and PETER J. CROWLEY (collectively, the "Secured Parties"), dated as of even date herewith (as said Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to the Secured Parties, a security interest in certain of Grantor's assets, including all the Grantor's Trademarks (as defined in the Security Agreement), together with any renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those described on Schedule 1 hereto, all renewals thereof, and any license or other agreement now or hereafter in existence granting to Grantor any right to use any of the foregoing, including, without limitation, the agreements described on Schedule 1 hereto and the goodwill of Grantor's business associated therewith (any of the foregoing being the "Trademarks").

(ii) The proceeds, in cash or otherwise, of the collateral described in the foregoing clause (i) (including, without limitation, the proceeds of any sale or other disposition of such collateral and all insurance proceeds of any kind, whether or not the Secured Parties are the loss payee under the applicable insurance policy, paid at any time in connection with such collateral), all liens (whether possessory, contractual, statutory or otherwise) with respect to such collateral, and all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Grantor with respect to such collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Parties to secure the Obligations (as defined in the Security Agreement) and pursuant to the terms thereof. Grantor hereby further acknowledges and confirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of January 27, 1999.

REPROGENESIS, INC.

By: 

William D. Romeo
Chief Financial officer

Address: 21 Erie Street, Suite 22
Cambridge, MA 02139
Attention: William D. Romeo
Tax I.D. No. 58-2239958

THE STATE OF Massachusetts
COUNTY OF Suffolk §
§

This instrument was acknowledged before me on January 27, 1999, by William D. Romeo, Chief Financial Officer of Rerogenesis, Inc., a Texas corporation, on behalf of such corporation.

Suzanne Peterson
Notary Public, State of Massachusetts
Suzanne Peterson
(Type or Print Name of Notary)

My Commission Expires:
November 4, 1999

SCHEDULE 1

REPROGENESIS TRADEMARK LIST

COUNTRY NAME	TRADEMARK	CLASSES	FILING DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION #
US	Reprogenesis	42	7/15/96	75/134,679	9/16/97	2,097,202
US	Reprogenesis (and design)	42	7/15/96	75/134,449	9/23/97	2,099,098
AU	Reprogenesis	42	1/16/97	725831	10/20/97	725831
CA	Reprogenesis	42	1/15/97	833643	NOT YET REGISTERED	
CTM	Reprogenesis	42	1/15/97	443812	NOT YET REGISTERED	
JP	Reprogenesis	42	1/17/97	3056/97	NOT YET REGISTERED	
US	Reprogenesis	5 and 10	11/18/98	NOT YET RECEIVED		
US	Reprogenesis (and design)	5 and 10	11/18/98	NOT YET RECEIVED		

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