



07-31-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #

10-13-2000



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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
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
**07 11 2000**

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **Collagenesis Corp.**

**07 11 2000**

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Bluestem Capital Partners II**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **122 South Philip Avenue**

Address (line 2) **Suite 300**

Address (line 3) **Sioux Falls** **South Dakota** **57104**  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization **South Dakota**

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10/ 2/2000 MTHA11 00000357 162500 7E494851

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02 0:442 225.00 CH

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. 20231

TRADEMARK  
REEL: 2154 FRAME: 0815

**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)**

**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.

Christina Yaccarino  
Name of Person Signing

*Christina Yaccarino*  
Signature

7/31/2000  
Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

### 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

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

### 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)

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## ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

**THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES** (this "Agreement") is made as of this 11<sup>th</sup> day of July, 2000 by **COLLAGENESIS CORP.** (the "Borrower") and **COLLAGENESIS INC.** (a subsidiary of the Borrower and collectively with the Borrower the "Grantor") in favor of the Holders (as set forth in Schedule V of the IP Security Agreement (as such term is defined herein)) of the Notes (as hereinafter defined) (each a "Secured Party" and collectively, the "Secured Parties").

### WITNESSETH:

**WHEREAS**, pursuant to the Note Purchase Agreement (the "Purchase Agreement") dated as of July 11, 2000 the Secured Parties have purchased an aggregate of up to Twenty Million Six Hundred Forty Thousand Dollars (\$20,640,000) principal amount of Series E 10% Senior Subordinated Notes (the "Notes") from the Borrower; and

**WHEREAS**, pursuant to the terms of the Purchase Agreement and the Notes, the Grantor has entered into an Intellectual Property Security Agreement and Assignment (the "IP Security Agreement") dated as of July 11, 2000 pursuant to which the Grantor has granted to the Secured Parties a security interest in the Trademarks, Copyrights, Licenses and Patents defined below in order to secure its obligations under the Notes; and

**WHEREAS**, each Grantor (a) has adopted and used and is using the trademarks and service marks (the "Trademarks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights"), (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses") and (d) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex IV hereto (the "Patents" and together with the Trademarks, the Copyrights and the Licenses, the "Collateral"); and

**WHEREAS**, the Secured Parties desire to acquire the Trademarks, the Copyrights, the Licenses and the Patents and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of their remedies after the occurrence of an Event of Default, as such term is defined within the IP Security Agreement, under the IP Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Secured Parties all right, title and interest in and to the Trademarks, Copyrights, Licenses and Patents, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the

business symbolized by and associated with the Trademarks and the registrations thereof, (iii) 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 Trademarks, Copyrights, Patents or the registrations thereof or such associated goodwill, and (iv) all rights of the Grantor to enforce all Licenses.

The Grantor hereby grants to the Secured Parties, and notice is hereby given that the Grantor has granted to the Secured Parties, a first priority security interest in the Collateral to secure the payment and performance in full of all of the obligations of the Borrower under the Notes.

This Assignment is made pursuant to and subject to the terms of the IP Security Agreement, which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Secured Parties shall complete this instrument by signing its acceptance of this Assignment below.

The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

**[Signature page follows]**

**IN WITNESS WHEREOF**, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights and Licenses on the day and year first written above.

**GRANTOR:**

**Collagenesis Corp., a Delaware corporation**

By: 

Name: Joel Magerman  
Title: President

**Collagenesis Inc., a Florida corporation**

By: 

Name: Joel Magerman  
Title: President

**ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES**  
**SIGNATURE PAGE 1 OF 3**

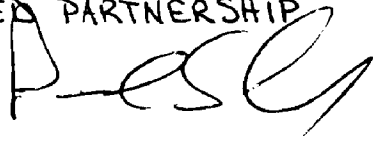
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**TRADEMARK**  
**REEL: 2154 FRAME: 0820**

The foregoing assignment of the Patents, Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Assignee and the Secured Parties is hereby accepted as of the 11 day of July, 2000.

**SECURED PARTIES:**

BLUESTEM CAPITAL PARTNERS II  
LIMITED PARTNERSHIP



By: \_\_\_\_\_

Name: PAUL SCHOCK

Title: VICE PRESIDENT OF THE  
GENERAL PARTNER

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES  
SIGNATURE PAGE 2 OF 3

STATE OF Mass )  
 ) ss.  
COUNTY OF Essex )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11 day of July, 2000, personally appeared Joel Magerman to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Collagenesis Corp, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Joel Magerman acknowledged said instrument to be the free act and deed of said Collagenesis Corp.

Notary Public  
My commission expires: 10/22, 2004

STATE OF Mass )  
 ) ss.  
COUNTY OF Essex )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11 day of July, 2000, personally appeared Joel Magerman to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Collagenesis Inc, and that foregoing instrument was signed and sealed on behalf of said Joel Magerman by authority of its Board of Directors, and said Joel Magerman acknowledged said instrument to be the free act and deed of said Collagenesis, Inc..

Notary Public  
My commission expires: 10/22, 2004



ANNEX I

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
Autologen®	1,723,110	10/13/92
Urologen®	2,172,975	7/14/98
Vocalogen®	2,176,771	7/28/98
BioBank®	2,223,759	2/16/99
Dermalogen®	2,225,984	2/23/99

<u>Other Trademarks - Pending</u>	<u>Serial No.</u>	<u>Filing Date</u>
HTCM (Human Tissue Collagen matrix)	75/494,851	6/02/98
TMS (Tissue Matrix System)	75/494,852	6/02/98
TMDS (Tissue Matrix Delivery System)	75/494,853	6/02/98
Urogen™	Registration Application in Progress	
DermaPlant™	Registration Application in Progress	

ANNEX II

Copyrights

NONE

ANNEX III

Licenses

Distribution Agreement by and between Collagenesis, Inc. and Bard Urological Division, C.R. Bard, Inc., dated June 15, 1999.

ANNEX IV

Registrations  
United States Patent and Trademark Office

Patent	Registration No.	Registration Date
4,969,912	157,638	11/13/90
5,067,961	481,503	11/26/91
5,104,957	481,503	4/14/92
5,201,764	7/824,838	4/13/93
5,332,802	07/824,838	4/13/93
5,476,515	08/158,019	12/19/95
5,480,427	08/278,972	1/2/96
5,492,135	07/942,657	2/20/96
5,631,243	08/365,167	5/20/97
5,861,486	08/602,922	1/19/99

Pending Patent Applications  
United States Patent and Trademark Office

Patent	Serial No.	Filing Date
COMPOUND DELIVERY USING RAPIDLY DISSOLVING COLLAGEN FILM	09/083,899	6/22/98
METHODS FOR REDUCING THE IMMUNOGENICITY OF PROTEINS, TISSUES, OR ORGANS	09/211,608	12/15/98
COLLAGEN MODULATORS FOR USE IN PHOTOABLATION EXCIMER LASER KERATECTOMY	09/232,529	1/18/99
COLLAGEN-BASED DELIVERY OF RADIOACTIVITY FOR USE IN BRACHYTHERAPY	60/119,000	2/8/99
INJECTABLE COLLAGEN-BASED DELIVERY SYSTEM FOR BONE MORPHOGENETIC PROTEIN	60/119,939	2/12/99
INJECTABLE COLLAGEN-BASED SYSTEM FOR DELIVERY OF CELLS OR THERAPEUTIC AGENTS	60/119,981	2/12/99

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RECORDED: 07/31/2000

TRADEMARK  
REEL: 2154 FRAME: 0826