

04-05-2001



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3/15/01  
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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  
 12  13  00

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
 12  13  00

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

RECEIVED  
FEB 15 11 30 AM '01  
ASSIGNMENT SECTION

04/04/2001 TDIAZI 00000057 75935657  
01 FC:481 40.00 OP  
02 FC:482 150.00 OP

#### FOR OFFICE USE ONLY

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: 002264 FRAME: 0041

**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.

Kathryn Gambino, paralegal



03/12/01

Name of Person Signing

Signature

Date Signed

**SUPPLEMENT ONE  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT ONE TO PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 13, 2000, is entered into between **LIFECCELL CORPORATION**, a Delaware corporation ("Grantor"), which has a mailing address at One Millennium Way, Branchburg, New Jersey 08876 and **TRANSAMERICA BUSINESS CREDIT CORPORATION**, a Delaware corporation ("TBCC"), having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018, and having an office at 76 Batterson Park Road, Farmington, Connecticut 06032.

**RECITALS**

A. Grantor and TBCC previously entered into a Patent and Trademark Security Agreement dated as of December 6, 1999 (the "Original Agreement"), which was recorded in the U.S. Patent and Trademark Office with respect to the patents identified therein;

B. Grantor and TBCC also previously entered into a Loan and Security Agreement dated December 6, 1999 ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement and the Original Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to TBCC a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents and other "Collateral" (as defined in the Original Agreement);

C. Grantor and TBCC desire to supplement the Original Agreement to make specific reference to the trademarks, patents and other intellectual property set forth below. The Original Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Original Agreement and the Loan Agreement.

NOW THEREFORE, for valuable consideration, the parties hereto mutually agree as follows:

1. Exhibit A and Exhibit B of the Original Agreement are hereby supplemented by the addition of the intellectual property set forth on Exhibit A attached hereto, so that the "Collateral" (as defined in the Original Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit A and Exhibit B to the Original Agreement and all of the intellectual property set forth in Exhibit A-1 hereto.

2. Grantor confirms its grant to TBCC of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit A-1 hereto, to secure the payment and performance of all "Obligations" (as defined in the Original Agreement).

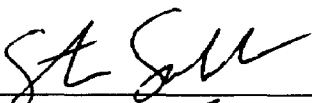
3. The Grantor represents and warrants that Exhibit A and Exhibit B to the Original Agreement, together with Exhibit A-1 hereto, constitute a true and complete schedule of all federal and state trademark and patent registrations, and pending registrations and applications, owned or controlled by Grantor or licensed to Grantor.

4. Except as modified herein, all terms and conditions of the Original Agreement shall continue in full force and effect, and Grantor represents and warrants to TBCC that all representations and warranties set forth in the Original Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original Agreement.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

Grantor:

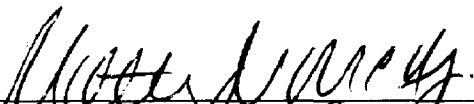
**LIFECELL CORPORATION**

By   
Title V.P. CFO.

Accepted:

TBCC:

**TRANSAMERICA BUSINESS CREDIT CORPORATION**

By   
Title Senior Vice President

LT:Suppl PT & TM (short)

**SUPPLEMENTAL LIST OF REGISTERED  
OR PENDING TRADEMARKS**

<b>Serial No./Regis. No.</b>	<b>Word Mark</b>
75/935657	Cymetra
75/545,155	Micronized Alloderm
75/696,216	Vestrix
75/637233	Neodura
74/307,821	Alloderm
73/722,242	Lifecell Process
73/633,487	Lifecell

**SUPPLEMENTAL LIST OF PATENTS  
OR PATENT APPLICATIONS**

<b>Application No.</b>	<b>Description</b>
09/622,687	Method of processing and preserving collagen based tissues
09/268,266	Surface contour scanner
09/623,846	Cryopreservation of human blood cells