

FORM PTO-1594 (Rev. 6-93)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Curative Health Services, Inc., a Minnesota corporation  
and CHS Services, Inc., a Delaware corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (see above)  
 Other \_\_\_\_\_

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

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

Name: Cytomedix, Inc.

Street Address: Three Parkway North

City: Deerfield                      State: IL                      ZIP: 60015

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation State of Delaware  
 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) & addresses attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: December 26, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,596,010

Additional numbers attached?  Yes  No

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

Name: John M. Kim, Esq.

Street Address: 4365 Executive Drive, Suite 1100

City: San Diego                      State: CA                      ZIP: 92121-2133

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) ..... \$40.00


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1895

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

John M. Kim, Esq.                                            11/19/02  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

700020370

TRADEMARK  
REEL: 002577 FRAME: 0686

### ASSIGNMENT OF MARKS

This Assignment of Marks (the "Assignment of Marks"), made and entered into as of the ~~26<sup>th</sup>~~ day of December, 2000, is by and among Curative Health Services, Inc., formerly known as Curative Technologies, Inc., in turn formerly known as Curatech, Inc., a Minnesota corporation, CHS Services, Inc., a Delaware corporation (Curative Health Services, Inc. and CHS Services, together the "Assignor"), and Cytomedix, Inc., a Delaware corporation ("Assignee").

### RECITALS

Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement effective as of October 12, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy certain assets from Assignor, including without limitation the Marks (as defined in the Asset Purchase Agreement). This Assignment of Marks is contemplated by Section 2.7(a)(iv) of the Asset Purchase Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, including, without limitation, the registered and unregistered domestic and foreign trademarks for the name Procuren and all applications for domestic and foreign trademarks for the name Procuren listed on Schedule A attached hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Marks not been made.

[remainder of page intentionally left blank]

[Curative Health Services, Inc. signature page of Assignment of Marks]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Marks as of the date first above written.

ASSIGNOR:  
Curative Health Services, Inc.

By: William C. Tella  
Name: William C. Tella  
Its: SR VP BUSINESS DEVELOP

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On the 8th day of December in the year 2001 before me personally came William C. Tella to me known, who being by me duly sworn, did depose and say that he resides at 19 Mitchell Road, Fort Washington, NY 11050; that he is the Senior Vice President of Curative Health Services, Inc., a Minnesota corporation, the corporation described in and which executed the above instrument; and that he had the authority to sign his name thereto on behalf of said corporation.

Kathleen T. Casey  
Notary Public

KATHLEEN T. CASEY  
Notary Public, State of New York  
No. 4840574  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires January 27, 2002

My Commission Expires:

January 27, 2002

[CHS Services, Inc. signature page of Assignment of Marks]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Marks as of the date first above written.

ASSIGNOR:  
CHS Services, Inc.

By: *[Signature]*  
Name: John C. Prior  
Its: V.P. of Finance

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

On the 11<sup>th</sup> day of December in the year 2000 before me personally came John C. Prior to me known, who being by me duly sworn, did depose and say that he resides at 518 Avalon Court, Melville, NY 11747; that he is the Executive Vice President of CHS Services, Inc., a Delaware corporation, the corporation described in and which executed the above instrument; and that he had the authority to sign his name thereto on behalf of said corporation.

*[Signature]*  
Notary Public

DESIREE LEWIS DaSILVA  
Notary Public, State of New York  
No. 01LE5032252  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Aug. 22, 2001

My Commission Expires:

August 22, 2001

**Schedule A**

**Marks**

[see attached]

Schedule 3.20(f) -- Marks

- List of Procuren trademark applications filed and the status of each:

Country	Registration Number and Date	Application Number and Date	Description of Goods	Status
Canada	512700 7/07/1999		Pharmaceutical and veterinary preparation for topical application for use in connection with treatment of tissue, namely, a solution for the topical treatment of chronic wounds and cutaneous ulcers.	Registered; renewal due 1/07/2014

Country	Registration Number and Date	Application Number and Date	Description of Goods	Status
Japan	2400316 4/30/1992		Veterinary drugs, pharmaceuticals and other goods belonging in International Class 1.	Registered; renewal due 1/30/2002
Philippines		01601 2/16/1999	Pharmaceutical and veterinary preparation for topical application for use as an aid in wound healing.	Pending
Sweden	220805 2/1/1999		Pharmaceutical and veterinary preparation for topical application for use in connection with treatment of tissue.	Registered; renewal due 2/1/2001
United States	1,596,010 5/15/1990		Pharmaceutical and veterinary preparation for topical application for use as an aid in wound healing.	Registered; renewal filed - awaiting certificate of renewal