

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction to Security Agreement at Reel/Frame 2671/0229 to Delete Trademark Registration Nos. 1256585, 1199205, 2082183		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collagen Aesthetics, Inc.	Collagen Corporation	02/01/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank		
Street Address:	301 South College Street, Suite 4000, One Wachovia Center		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0013		
Entity Type:	a National Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2082183	CELL PRIME	
Registration Number:	1256585	ZYGEN	
Registration Number:	1199205	VITROGEN	
CORRESPONDENCE DATA			
Fax Number:	(650)324-0638		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650/324-7000		
Email:	sv-trademark@hewm.com		
Correspondent Name:	Heller Ehrman White & McAuliffe LLP		
Address Line 1:	275 Middlefield Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	37618-1000		
NAME OF SUBMITTER:	Harold J. Milstein		
Total Attachments: 5 source=Agreement re Correction of Security Interest.tif_1#page1.tif			

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BANK, NATIONAL ASSOCIATION

WACHOVIA CORPORATION, as the surviving entity after merger with First Union National Bank, a corporation under the laws of the state of North Carolina, in its capacity as agent under that certain Guarantee and Collateral Agreement, dated February 1, 2000, between First Union National Bank and Collagen Aesthetics, Inc., a Delaware Corporation, and others state THAT WACHOVIA CORPORATION, does hereby acknowledge that the U.S. trademark registrations listed in Schedule 1 were

BANK, NATIONAL ASSOCIATION

1.) assigned from Collagen Corporation (which changed its name to Collagen Aesthetics, Inc. on August 13, 1998) to Cohesion Technologies, Inc. on January 1, 1998 as evidenced by the assignment document of March 5, 1998 (attached in copy), and

2.) therefore not owned by Collagen Aesthetics, Inc. at the date of the execution of that Guarantee and Collateral Agreement and consequently not part of the Collateral for that Guarantee and Collateral Agreement.

BANK, NATIONAL ASSOCIATION

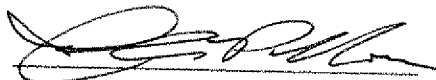
WACHOVIA CORPORATION, does hereby agree to the correction of the Security Interest for U.S. trademark registrations listed in Schedule 1, which was recorded on February 13, 2003 under Reel/Frame: 2671/0229.

BANK, NATIONAL ASSOCIATION

IN WITNESS WHEREOF, WACHOVIA CORPORATION has duly signed this document on the day and year written below.

BANK, NATIONAL ASSOCIATION
WACHOVIA CORPORATION ASSOCIATION

Dated: 10/21/04

By: 

Name: JOHN POWELL

Title: MANAGING DIRECTOR / SENIOR VP

Schedule 1

TRADEMARK	REGISTRATION NO.
CELL PRIME	2,082,183
ZYGEN	1,256,585
VITROGEN	1,199,205

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made from Collagen Corporation, a Delaware corporation (the "Assignor"), to Cohesion Technologies, Inc., a Delaware corporation (the "Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth on Exhibit A attached hereto, together with the goodwill of the business pertaining thereto.

In consideration for entering into the Assignment and License Agreement, effective as of January 1, 1998 by and between Assignor and Assignee, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee all of Assignor right, title and interest in and to the Marks, including all common law rights therein, applications to register therefor, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

Dated: _____

COLLAGEN CORPORATION

By: _____

Name: _____

Title: _____

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SCHEDULE OF ASSIGNED TRADEMARKS

Attached hereto are the Assigned Trademarks, as defined in the Assignment and License Agreement effective as of January 1, 1998 by and between Collagen Corporation and Cohesion Technologies, Inc.

COHESION TECHNOLOGIES, INC.

COLLAGEN CORPORATION

By: David Foster

By: Gary S. Petersmeyer

Name: David Foster

Name: Gary S. Petersmeyer

Title: CEO

Title: President and CEO

Date: March 5, 1998

Date: March 5, 1998

CO09171

**COLLAGEN
CORPORATION
FROM COLLAGEN
CORPORATION
TO COLLAGEN
TECHNOLOGIES INC.**

Registered

CELL PRIME	U.S.	Registered
DENTAGEN	U.S.	Registered
DENTIGEN	U.S.	Registered
DENIOGEN	U.S.	Registered
OSSIGEN	U.S.	Registered
PERIOGEN	U.S.	Registered
VITROGEN	Germany	Registered
VITROGEN	U.K.	Registered
VITROGEN	U.S.	Registered
VITROGEN 100	France	Registered
ZYDONT	U.S.	Registered
ZYGEN	Germany	Registered
ZYGEN	Spain	Registered
ZYGEN	U.S.	Registered

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