

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StemCo Biomedical, Inc.		03/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mr. Alfred G. Childers
Street Address:	106 East Lauren Brook Court
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	The Trelys Funds, L.P.
Street Address:	1901 Assembly Street
Internal Address:	Suite 390
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76364140	STEMCO BIOMEDICAL
Serial Number:	76977328	STEMCO BIOMEDICAL
Serial Number:	78168713	ALDESORT
Serial Number:	78306880	ALDELYSE
Registration Number:	2900534	STEMCO BIOMEDICAL
Registration Number:	2789892	ALDEFLUOR
Registration Number:	2890190	ALDECOUNT

OP \$240.00 76364140

Registration Number:	2817512	STEMCOBIO
Registration Number:	2823437	STEMCOBIO

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: rjones@wyrick.com
Correspondent Name: Robert T. Jones, Jr.
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/RTJ/
Date:	04/07/2005

Total Attachments: 16
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of March 23, 2005, is entered into by and among StemCo Biomedical, Inc., a Delaware corporation ("Grantor"), and the entities set forth on the Schedule A hereto (each a "Secured Party" and, collectively, the "Secured Parties").

RECITALS

WHEREAS, the Secured Parties will make advances to Grantor (collectively, the "Loan"), as described in the Note and Warrant Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Secured Parties and Grantor, but only if Grantor grants the Secured Parties a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement by and among the Secured Parties and Grantor (collectively, the "Collateral"), executed in connection with the Loan and dated as of the date hereof (the "Security Agreement"); and

WHEREAS, the Loan is to be evidenced by Secured Convertible Promissory Notes, executed by the Grantor and made payable to each respective Secured Party (the "Notes"); and

WHEREAS, Grantor has granted the Secured Parties a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral; and

WHEREAS, the parties wish to confirm and clarify the grant to the Secured Parties of a security interest in and to all the Intellectual Property (as defined below) of Grantor.

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes (along with any penalties, payments and/or adjustments to the amounts owed under the Notes upon an Event of Default (as defined in the Notes)) and the due and punctual performance of all other obligations to be performed by Grantor under the Purchase Agreement and related agreements and documents, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees (collectively the "Secured Obligations"). This Agreement shall terminate and be of no further force or effect upon the terms set forth in Section 3 below.

2. Security Interest. As security for the due and punctual payment and performance by Grantor of the Secured Obligations, Grantor hereby grants the Secured Parties a security interest (which shall be subject and subordinate to the Permitted Liens (as defined in the Security Agreement)) in all of its right, title and interest in its Intellectual Property (as defined below). As used herein, the term "Intellectual Property" shall include:

(a) each of the trademark rights and interests that are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), that are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(c) all of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(d) all of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(e) all of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of any Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(f) all of Grantor's right, title, and interest in all patentable inventions, and to file applications for patents under patent law or regulations of the United States or of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring infringement proceedings in the name of Grantor or in the name of any Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(g) all of Grantor's right, title, and interest in its copyright, copyright registration and copyrightable property;

(h) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(i) all general intangibles relating to the foregoing and all other intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(j) all products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Intellectual Property.

3. Term of Agreement. Grantor acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Grantor expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Secured Parties hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future partial payments. This Agreement shall terminate, and each Secured Party shall release its security interest in the Intellectual Property (and shall execute any and all documents reasonably requested in connection with such release, which obligation shall survive such termination), upon the earlier of (a) payment in full by or on behalf of Grantor of all of the then outstanding Notes issued pursuant to the Purchase Agreement, or (b) the conversion into equity of all the then outstanding Notes issued pursuant to the Purchase Agreement.

This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Secured Parties' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Secured Parties' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Secured Parties' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other agreements or documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Company and Secured Parties holding Notes representing two-thirds (66-2/3%) of the aggregate principal amounts of all Notes outstanding as of the date of such amendment or waiver. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Secured Party, and upon the effectuation of each such amendment or waiver, the Company shall promptly give written notice thereof to the Secured Parties who have not previously consented thereto in writing. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to include additional purchasers of Notes and Warrants under the Purchase Agreement as parties to this Agreement, and to treat such purchasers as "Secured Parties" hereunder, by amending Schedule A attached hereto and providing such schedule, as amended, to the other parties to this Agreement.

This Agreement shall be governed by and construed under the laws of the State of North Carolina as applied to agreements among North Carolina residents, made and to be performed entirely within the State of North Carolina.

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed by the parties hereto as of the year and date first above written.

GRANTOR:

STEMCO BIOMEDICAL, INC.

By: Edward L. Field
Name: Edward L. Field
Title: Executive Vice President and Chief
Operating Officer

SECURED PARTIES:

INTERSOUTH PARTNERS V, L.P.

By INTERSOUTH ASSOCIATES V, LLC
Its General Partner

By: _____
Name: Mitch Mumma
Title: Member Manager

INTERSOUTH AFFILIATES V, L.P.

By INTERSOUTH ASSOCIATES V, LLC
Its General Partner

By: _____
Name: Mitch Mumma
Title: Member Manager

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed by the parties hereto as of the year and date first above written.

GRANTOR:

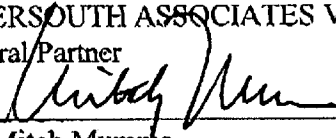
STEMCO BIOMEDICAL, INC.

By: _____
Name: Edward L. Field
Title: Executive Vice President and Chief
Operating Officer

SECURED PARTIES:

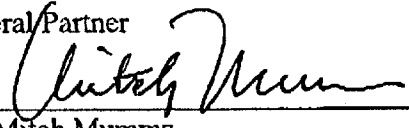
INTERSOUTH PARTNERS V, L.P.

By **INTERSOUTH ASSOCIATES V, LLC**
Its General Partner

By: 
Name: Mitch Mumma
Title: Member Manager

INTERSOUTH AFFILIATES V, L.P.

By **INTERSOUTH ASSOCIATES V, LLC**
Its General Partner

By: 
Name: Mitch Mumma
Title: Member Manager

SECURED PARTIES:

AURORA ENRICHMENT

FUND, LLC

By: Aurora Enrichment Management Company, LLC

By: B. Jefferson Clark

Name: B. Jefferson Clark

Title: Manager

SECURED PARTIES:

TALL OAKS STEMCO PARTNERS, LP

By: *Kathyrne F. Carr*

Name: Kathyrne F. Carr

Title: Managing Director, TOCP, LLC as General Partner

SECURED PARTIES:

VILLAGE VENTURES PARTNERS FUND, L.P.

By: Village Ventures Capital Partners I, LLC,
its general partner

By: Village Ventures, Inc., its manager

By: Robert D. Kraus

Name: Robert D. Kraus
Title: Senior Vice President and General Counsel

VILLAGE VENTURES PARTNERS FUND A, L.P.

By: Village Ventures Capital Partners I, LLC,
its general partner

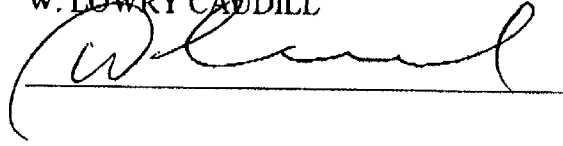
By: Village Ventures, Inc., its manager

By: Robert D. Kraus

Name: Robert D. Kraus
Title: Senior Vice President and General Counsel

SECURED PARTIES:

W. LOWRY CAUDILL

A handwritten signature in black ink, appearing to read 'W. Lowry Caudill', is written over a horizontal line. The signature is cursive and somewhat stylized.

SECURED PARTIES:

PIEDMONT ANGEL NETWORK LLC

By: 

Name: W. B. Rodman Davis

Title: Managing Member

SECURED PARTIES:

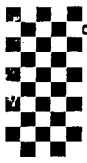
THE TRELYS FUNDS, L.P.

By: Trelys Ventures, L.L.C., its General Partner

By: Adrian N. Wilson

Name: Adrian N. Wilson

Title: Managing Member



SECURED PARTIES:

ALFRED G. CHILDERS

SCHEDULE A

SECURED PARTIES

Intersouth Partners V, L.P.
406 Blackwell Street
Suite 200
Durham, NC 27701
Attn: Dennis Dougherty
Telephone: 919-493-6640
Facsimile: 919-493-6649

Intersouth Affiliates V, L.P.
406 Blackwell Street
Suite 200
Durham, NC 27701
Attn: Dennis Dougherty
Telephone: 919-493-6640
Facsimile: 919-493-6649

Aurora Enrichment Fund, LLC
2525 Meridian Parkway, Suite 220
Durham, North Carolina 27713
Attn: B. Jefferson Clark
Telephone: 919-484-0400
Facsimile: 919-484-0444

Tall Oaks StemCo Partners, LP
315 Old Ivy Way, Suite 301
Charlottesville, VA 22903

Village Ventures Partners Fund, L.P.
160 Water Street
Williamstown, MA 01267

Village Ventures Partners Fund A, L.P.
160 Water Street
Williamstown, MA 01267

W. Lowry Caudill
104 Tennwood Ct.
Durham, NC 27712
Tel. 919-620-0131
Fax 919-471-4541

SECURED PARTIES

Piedmont Angel Network LLC
2007 Yanceyville Street, Box 69
Greensboro, NC 27405
Tel 336-235-0941
Fax 336-235-0943

Alfred G. Childers
106 East Lauren Brook Court
Cary, NC 27511
Tel. 919-851-6167
Fax 919-481-2580

The Trellys Funds, L.P.
1901 Assembly Street Suite 390
Columbia SC 29201
Tel. 803-251-7990
Fax 803-251-7995

EXHIBIT A

INTELLECTUAL PROPERTY

PATENTS AND PATENT APPLICATIONS

Application Serial Number	Title of Application	Filing Date	Country/ Type
60/067,305	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/04/1997	U.S. Provisional
09/205,181	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/04/1998	U.S.
PCT/US98/25732	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	6/10/99	PCT
16251/99	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/4/1998 Int. Filing Date	Australia
2,313,250	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/4/1998 Int. Filing Date	Canada
98960722.1	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/4/1998 Int. Filing Date	Europe
2000-523362	Method of Isolating and Using CD7+CD34-Lin-Hematopoietic Stem Cells	12/4/1998 Int. Filing Date	Japan
/111,195	A Method of Isolating Stem Cells	12/7/98	U.S. provisional
09/701,413	A Method of Isolating Stem Cells	2/20/01	US (Nat'l Phase)
PCT/US99/28769	A Method of Isolating Stem Cells	12/7/98	PCT
10/632,377	A Method of Isolating Stem Cells	8/1/03	US (Divisional)
21652/00	A Method of Isolating Stem Cells	12/7/99	AU
2,353,701	A Method of Isolating Stem Cells	12/7/99	CA
99965994.9	A Method of Isolating Stem Cells	12/7/99	EP
2000-586940	A Method of Isolating Stem Cells	12/7/99	JP

200103228-3	A Method of Isolating Stem Cells	12/7/99	SG
60/543,607	Stem Cell Populations and Methods of Use	2/11/2004	U.S.
60/544,038	Stem Cell Populations and Methods of Use	2/12/2004	U.S.
0453331/278182	Stem Cell Populations and Methods of Use	5/4/2004	PCT
440656	Methods for Identification or Purification of Cells Containing an Enzymatic Intracellular Marker	5/15/95	U.S.

TRADEMARK APPLICATIONS

Mark	Filing Date	Serial #	Registration #
STEMCO BIOMEDICAL	1/29/2002	76364140	
STEMCO BIOMEDICAL	1/29/2002	76977328	
STEMCO BIOMEDICAL	1/29/2002	76977001	2900534
ALDEFLUOR	9/27/2002	78168720	2789892
ALDECOUNT	9/27/2002	78168718	2890190
ALDESORT	9/27/2002	78168713	
ALDELYSE	9/29/2003	78306880	
STEMCOBIO	4/14/2003	78237229	2817512
STEMCOBIO (and design)	4/14/2003	78237231	2823437