

M RD 2-1005

**RECORDAT
TRADI** 102941343

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): CryoLife, Inc., a Florida corporation CryoLife Technology, Inc., a Nevada corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>see above</u> Execution Date(s) <u>February 8, 2005</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Wells Fargo Foothill, Inc.</u> Internal Address: <u>Suite 1450</u> Street Address: <u>1000 Abernathy Road, N.E.</u> City: <u>Atlanta</u> State: <u>Georgia</u> Country: <u>United States</u> Zip: <u>30328</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Douglas Park
 Internal Address: Suite 2400
 Street Address: 600 Peachtree Street, N.E.
 City: Atlanta
 State: Georgia Zip: 30308
 Phone Number: (404) 815-2343
 Fax Number: (404) 685-5343
 Email Address: douglaspark@paulhastings.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 940.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number 16-0752 Authorized User Name Donna Hunter

9. Signature: [Signature] 2/10/05
 Signature Date
Douglas Park
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

02/14/2005 DBYRNE 00000156 2242109

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Schedule 1
Trademarks**

CRYOLIFE, INC. TRADEMARKS

TRADEMARK NAME	COUNTRY	OWNER	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
CRYOARTERY	United States	CryoLife, Inc.	2242109	4/27/1999
CRYOGRAFT	United States	CryoLife, Inc.	2697962	3/18/2003
CRYOPATCH	United States	CryoLife, Inc.	2641115	10/22/2002
CRYOLIFE- ROSS	United States	CryoLife, Inc.	2241246	4/20/1999
THE EVERGREEN CONSENSUS REPORT	United States	CryoLife, Inc.	2240378	4/20/1999
WE' RE IN IT FOR LIFE	United States	CryoLife, Inc.	2497181	10/9/2001
THE MAESTRO	United States	CryoLife, Inc.	2496669	10/9/2001
THE CRYOLIFE DIFFERENCE	United States	CryoLife, Inc.	2257443	6/29/1999
BIODISC	United States	CryoLife, Inc.	App. No. 78/530543	Application date: 12/10/2004
AURAZYME	United States	CryoLife, Inc.	App. No. 78-536599	Application date: 12/21/2004
AZ-CINN	United States	CryoLife, Inc.	App. No. 78-281853	Application date: 8/1/2003
EVERGREEN FOUNDATION	United States	CryoLife, Inc.	App. No. 78-066649	Application date: 5/31/2001
BIOLASTIC	United States	CryoLife, Inc.	App. No. 78-267490	Application date: 6/26/2003
CRYOLIFE CHIMERC HEART VALVE	United States	CryoLife, Inc.	App. No. 78-329119	Application date: 11/17/2003
CRYOLIFE CHIMERIC VASCULA GRAFT	United States	CryoLife, Inc.	App. No. 78-329126	Application date: 11/17/2003
AURAZYME	United States	CryoLife, Inc.	App. No. 78-052725	3/12/2001

TRADEMARK NAME	COUNTRY	OWNER	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
BIODISC	United States	CryoLife, Inc.	App. No. 78-065824	5/25/2001

CRYOLIFE TECHNOLOGY, INC. TRADEMARKS

TRADEMARK NAME	COUNTRY	OWNER	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
BIOGLUE	United States	CryoLife Technology, Inc.	1960838	3/5/1996
CRYOVALVE	United States	CryoLife Technology, Inc.	1719303	9/22/1992
CRYOVEIN	United States	CryoLife Technology, Inc.	1760564	3/23/1993
SYNERGRAFT	United States	CryoLife Technology, Inc.	1935707	11/14/1995
CRYOSAFE	United States	CryoLife Technology, Inc.	1645897	5/28/1991
CARDIAC CHRONICLE	United States	CryoLife Technology, Inc.	1478140	2/23/1988
CRYOPAK	United States	CryoLife Technology, Inc.	1628243	12/18/1990
CRYOKIDS	United States	CryoLife Technology, Inc.	1886714	3/28/1995
BIOTECHNOLOGIES FOR MEDICINE	United States	CryoLife Technology, Inc.	2526197	1/1/2002
CRYOGRAFT	United States	CryoLife Technology, Inc.	1756240	3/2/1993
CRYOLIFE	United States	CryoLife Technology, Inc.	1357365	8/27/1985
DESIGN ONLY	United States	CryoLife Technology, Inc.	1357366	8/27/1985
LEADER IN TRANSPLANT PRESERVATION	United States	CryoLife Technology, Inc.	1837580	5/24/1994
BIOFOAM	United States	CryoLife Technology, Inc.	App. No. 78/424913	Application Date: 5/25/2004
THE LEADER IN TRANSPLANT PRESERVATION	United States	CryoLife Technology, Inc.	App. No. 78/310150	Application Date: 10/7/2003
LIQUISTENT	United States	CryoLife Technology, Inc.	App. No. 78/409452	Application Date: 4/28/2004

TRADEMARK NAME	COUNTRY	OWNER	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
CRYOLIFE-O'BRIEN	United States	CryoLife Technology, Inc.	App. No. 78/380808	Application Date: 3/9/2004
CRYOKIDS	United States	CryoLife Technology, Inc.	App. No. 78/441606	Application Date: 6/25/2004
CRYOLIFE-O'BRIEN	United States	CryoLife Technology, Inc.	2143235	3/10/1998
INTEGRATED BUSINESS BRANDING	United States	CryoLife Technology, Inc.	2293770	11/16/1999

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of February, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC. (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CryoLife, Inc., CryoLife Technology, Inc. and AuraZyme Pharmaceuticals, Inc., as borrowers (collectively, jointly and severally, "Borrowers" and each individually "Borrower") and Lender, Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of Lender and the Bank Product Provider, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of Lender and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender, for the benefit of Lender and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of

Lender and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRYOLIFE, INC.

By: D. A. Lee
Name: D. A. Lee
Title: Executive Vice President, COO and CFO

CRYOLIFE TECHNOLOGY, INC.

By: D. A. Lee
Name: D. A. Lee
Title: Vice President and Treasurer

AURAZYME PHARMACEUTICALS, INC.

By: D. A. Lee
Name: D. A. Lee
Title: Vice President, CFO and Treasurer

CRYOLIFE ACQUISITION CORPORATION


By: D. A. Lee
Name: D. A. Lee
Title: Vice President of Finance and Treasurer

CRYOLIFE INTERNATIONAL, INC.

By: D. A. Lee
Name: D. A. Lee
Title: Vice President, CFO and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: 

Name: Ronald J. Banks

Title: Vice President