

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/29/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SURGI.B Chirurgie et Medecine		03/29/2006	CORPORATION:

**RECEIVING PARTY DATA**

Name:	GENZYME CORPORATION
Street Address:	500 Kendall Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2560333	GLUCAMESH
Registration Number:	2738613	GLUCATEX

**CORRESPONDENCE DATA**

Fax Number: (508)872-5415  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: linda.leontie@genzyme.com  
 Correspondent Name: Legal Department  
 Address Line 1: 15 Pleasant Street Connector  
 Address Line 4: Framingham, MASSACHUSETTS 01701

NAME OF SUBMITTER:	Richard D. Allsion
Signature:	/rda/
Date:	05/09/2006

CH \$65.00 2560333

Total Attachments: 4

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## STOCK PURCHASE AGREEMENT

This Agreement is entered into effective as of the 29th day of March, 2006, by and between SURGL.B Chirurgie et Medecine, a corporation organized under the laws of France ("Buyer") and the undersigned individual shareholders (each a "Seller", and collectively the "Sellers"), who collectively own all of the issued and outstanding capital stock of GlucaMesh/GlucaTex Medical Products, Inc. (formerly known as Brennen Medical, Inc.), a Minnesota corporation (the "Company").

### RECITALS

Genzyme SAS, a French company, having its registered offices at 33/35 Boulevard de la Paix, 78105 Saint Germain Cedex, France ("Genzyme") is interested in acquiring the exclusive worldwide rights and know-how necessary to make, use and sell GlucaMesh® and GlucaTex®, two beta glucan coated products used in the surgical repair of hernias.

Consequently, the acquisition by Genzyme of the above mentioned rights implies the acquisition of all the common capital stock of Buyer by Genzyme ("Surgi-B Acquisition") provided that prior that transaction, Buyer acquires all the outstanding shares of capital stock of the Company, consisting of 2,367,923 shares of common stock (the "Shares") owned by Sellers.

This Agreement contains the definitive terms and conditions related to Sellers' sale of the Shares to Buyer.

### AGREEMENT

Sellers and Buyer hereby agree as follows:

**1. Purchase and Sale of the Shares.** Sellers hereby agree to sell, assign, transfer and convey the Shares to Buyer, and Buyer agrees to purchase the Shares from Sellers on the terms set forth below.

**2. Purchase Price.** The total purchase price to be paid by Genzyme on behalf of Buyer to Sellers for the Shares shall be \$2,800,000 USD, to be paid in the manner provided in Section 6 below to each Seller for each such Seller's Shares in the amounts specified in Exhibit A, attached and incorporated by reference herein.

**3.1 Company Assets.** Sellers have furnished to Buyer certain documentation regarding the following described licensed and owned assets, which will constitute the only assets of the Company at the Closing. All assets identified herein under Section 3.1(a), (c) and (g) (collectively, the "Licensed Assets") are licensed to the Company by Brennen Medical, LLC, a Minnesota limited liability company 100% owned and controlled by the Sellers ("BML"). The Licensed Assets, together with the Regulatory Approvals and related assets identified in Section 3.1(f) (and irrespective of the scope of rights identified and exercisable thereunder) are and will be usable within and limited to the field of all surgical implantations (including open and laparoscopic procedures) that involve Abdominal Wall reinforcement for Hernia Repair. "Hernia" means the protrusion that comes through or into the tissues of the Abdominal Wall. The "Abdominal Wall" means the part of the trunk that lies between the thorax

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and pelvis, and excludes the vertebral region posteriorly and the pelvic floor and/or the pelvic cavity. "Hernia Repairs" means surgical procedures for groin hernias (e.g. femoral and inguinal) and ventral hernias (e.g. umbilical, abdominal or incisional hernias) and hiatal hernias. All Licensed Assets are subject to customary use and nondisclosure restrictions to preserve the confidentiality of such information and prevent the unauthorized disclosure or other use thereof:

(a) Exclusive Agreement between the Company and BML dated as of December 31, 2005 providing for the exclusive, royalty-free, fully paid-up, worldwide, irrevocable license (with the right to sublicense) under the following patents and patent applications to develop, make, have made, use, have used, offer for sale, sell and import GlucaMesh® and GlucaTex® products within the field specified above, and including any continuation, divisional, continuation-in-part, reissue, reexamination, supplementary patent certificate and the like issuing from any of the following patents and claiming the benefit of priority thereto:

US Patent 5,676,967, issued October 14, 1997  
(Mesh Matrix Wound Dressing)

US Patent 6,541,678, issued Apr. 1, 2003  
(Immunostimulating Coating for Surgical Devices)

US Patent Application 20030157143A1 (Published Aug. 21, 2003)  
(Immunostimulating Coating for Surgical Devices)

WO 02/32346A1 (Published Apr. 25, 2002)  
(Coated Surgical Mesh)  
Designated countries filed coverage: EP20000973550

WO 02/076358A1 (Published Oct. 3, 2002)  
(Immunostimulating Coating for Surgical Devices)  
Designated countries filed coverage:  
EP1377245A1 (Published Oct. 3, 2002)  
JP 2002-535585

(b) Trademarks:  
GlucaMesh®

US Reg. No. 2,560,333 (Issued April 9, 2002)  
French Reg. No. 99823236  
EU Appl. No. 003759991

GlucaTex®

US Reg. No. 2,738,613 (Issued July 15, 2003)  
French Reg. No. 99823235  
EU Appl. No. 003759974


(c) Licensed Trademarks:

Brennen Medical™ (unregistered)

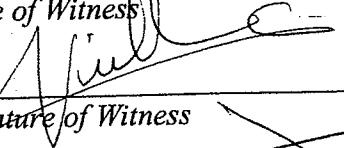
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

SURGI.B CHIRURGIE ET MEDECINE

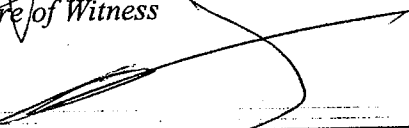
SHAREHOLDERS

By   
Joel Bardeau  
Its \_\_\_\_\_


\_\_\_\_\_  
Timothy Lawin

Emilie VUILLIN  
Name of Witness  
  
Signature of Witness

\_\_\_\_\_  
Lisa Lawin

By   
Pierre Vuillemin

\_\_\_\_\_  
Phillip Lawin

Ferenc Gontar  
Name of Witness  
  
Signature of Witness

\_\_\_\_\_  
Barbara Klein

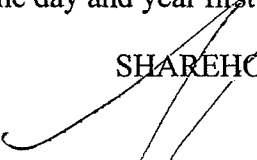
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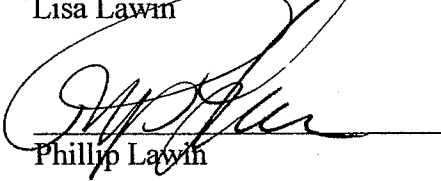
SHAREHOLDERS

By \_\_\_\_\_  
Joel Bardeau  
Its \_\_\_\_\_

  
\_\_\_\_\_  
Timothy Lawin

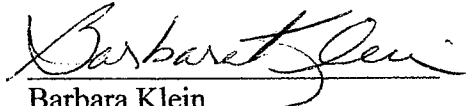
  
\_\_\_\_\_  
Lisa Lawin

\_\_\_\_\_  
*Name of Witness*

  
\_\_\_\_\_  
Phillip Lawin

\_\_\_\_\_  
*Signature of Witness*

By \_\_\_\_\_  
Pierre Vuillemin

  
\_\_\_\_\_  
Barbara Klein

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Signature of Witness*

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