Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
RECORDATION FO	RM COVER SHEET			
TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
Aldagen, Inc.	Additional names, addresses, or citizenship attached?			
	Name: Square 1 Bank			
	Internal			
Individual(s) Association	Address: Terri Finnegan			
General Partnership Limited Partnership	Street Address: 406 Blackwell Street			
Corporation- State: Delaware	City: Durham			
Other	State: NC			
Citizenship (see guidelines)	Country: USA Zip: 27701			
Additional names of conveying parties attached? Yes V No	Association Citizenship			
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship			
Execution Date(s) March 21, 2006	Limited Partnership Citizenship			
Assignment Merger	Corporation Citizenship North Carolina			
	OtherCitizenship			
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No			
Other	(Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	d identification or description of the Trademark.  B. Trademark Registration No.(s)			
A. Trademark Application No.(5)	(e)			
	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:	6. Total number of applications and registrations involved:			
Name: Square 1 Bank				
Internal Address: <u>Terri Finnegan</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
	Authorized to be charged by credit card			
Street Address: 406 Blackwell Street	Authorized to be charged to deposit account			
	L_J Enclosed			
City: <u>Durham</u>	8. Payment information:			
State: NC Zip: 27701	a. Credit Card Last 4 Numbers			
Phone Number: 919-314-3086	Expiration Date			
Fax Number: <u>919-314-3080</u>	b. Deposit Account Number 50-3822			
Email Address: tfinnegan@square1bank.com	Authorized User Name <u>Terri Finnegan</u>			
9. Signature: Levi Ferre	(a 5-26-06			
Signature (	Date			
Terri Finnegan	Total number of pages including cover sheet, attachments, and document:			
Name of Person Signing				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# EXHIBIT C

#### Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ALDESORT	78168173	9/27/2002
STEMCOBIO (Design plus words, letters and/or numbers)	2823437	3/16/2004
STEMCOBIO (typed drawing)	2817512	2/24/2004
ALDEFLUOR	2789892	12/2/2003
ALDECOUNT	2890190	9/28/2004
STEMCO BIOMEDICAL (typed drawing)	76364140	1/29/2002
STEMCO BIOMEDICAL (typed drawing)	2949377	5/10/2005
STEMCO BIOMEDICAL (typed drawing)	2900534	11/2/2004

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2006 by and between SQUARE 1 BANK ("Bank") and ALDAGEN, INC., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2810 Meridian Parkway, Suite 148

Durham, NC 27713

Attn: Chief Executive Officer

Address of Bank:

406 Blackwell Street, Suite 240

Crowe Building Durham, NC 27701

Attn: Manager

ALDAGEN, INC.

By:

Title: President

BANK:

SQUARE I BANK

By:

Title: UP-USING BATER

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Ву:

Title:

GRANTOR:

ALDAGEN, INC.

By: Sull Mark

Title: President

BANK:

SQUARE | BANK

Address of Bank:

Address of Grantor:

Durham, NC 27713

2810 Meridian Parkway, Suite 148

Attn: Chief Executive Officer

406 Blackwell Street, Suite 240 Crowe Building Durham, NC 27701

Attn: Manager

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**REEL: 003319 FRAME: 0984** 

# EXHIBIT A

# Copyrights

Description	Registration <u>Number</u>	Registration Date
None.		

## EXHIBIT B

### Patents

Description	Patent Application No./Issued Patent No.	<u>Date</u>
None.		

## **EXHIBIT C**

### Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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**RECORDED: 05/26/2006**