

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacroPore Biosurgery, Inc.		05/07/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MAST Biosurgery AG		
Street Address:	Claridenstrasse 25		
City:	CH-8002 Zurich		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76462622	CARDIOWRAP	
CORRESPONDENCE DATA			
Fax Number:	(949)450-1764		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-450-1750		
Email:	rmartin@patlawyers.com		
Correspondent Name:	Stout, Uxa, Buyan & Mullins, LLP		
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Address Line 4:	Irvine, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	MA9644TM		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Kenton R. Mullins
Signature:	/KRM/
Date:	09/01/2006
Total Attachments: 4 source=Asgnmt5 (asgmt of TMs)#page1.tif source=Asgnmt5 (asgmt of TMs)#page2.tif source=Asgnmt5 (asgmt of TMs)#page3.tif source=Asgnmt5 (asgmt of TMs)#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of the 13th day of May, 2004, by MacroPore Biosurgery, Inc., a Delaware corporation with its principal place of business at 6740 Top Gun Street, San Diego, CA 92121 ("Assignor") to MAST Biosurgery, a Swiss corporation with its principal place of business at Stumpfstrasse 15, CH-6312 Steinhausen, Switzerland ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of event date (the "Purchase Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the relevant filing offices of certain countries as set forth on Schedule I, and other marks, including but not limited to those set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all right, title and interest in and to such Assigned Marks throughout all of the world, except for the country of Japan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign and convey to Assignee all right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights of priority therein any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its Affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for the Purchase Agreement and render effective the consummation of the transactions contemplated

hereby and thereby, or otherwise to carry out the intent and purposes of the Purchase Agreement and this Assignment.

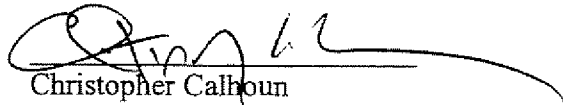
All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Assigned Marks and other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

MACROPORE BIOSURGERY, INC.

By:



Christopher Calhoun
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

:SS:

COUNTY OF SAN DIEGO)

On the 7th day of May, 2004, before me, the undersigned, personally appeared Christopher Calhoun, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa Chicorka



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SCHEDULE I

TRADEMARKS

<u>Outside #</u>	<u>Title</u>	<u>Serial # or Registration #</u>	<u>Date Filed</u>	<u>Status</u>
MA9590TM (US)	SURGI-WRAP	76/357,957	11-Jan-02	Pending
MA9590CTM (Europe)	SURGI-WRAP	002727337	07-Jun-02	Registered
MA9672CN (China)	SURGIWRAP	3516464	07-Apr-03	Pending
MA9591TM (US)	BIO-WRAP	76/362,748	11-Jan-02	Pending
MA9644TM (US)	CARDIOWRAP	76/462,622	28-Oct-02	Pending
MA9644CTM (Europe)	CARDIOWRAP	2992550	30-Dec-02	Pending
MA9644CN (China)	CARDIOWRAP	3516465	07-Apr-03	Pending
MA9645TM (US)	CARDIOWRAP & design	76/462,624	28-Oct-02	Pending
MA9645CTM (Europe)	CARDIOWRAP & design	2992519	30-Dec-02	Pending
MA9646TM (US)	SURGIWRAP & design	76/462,149	28-Oct-02	Pending
MA9646CTM (Europe)	SURGIWRAP & design	2992543	30-Dec-02	Pending

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