TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment (regarding Security Agreement recorded on 04/07/03 at Reel/Frame: 002706/0574)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		09/07/2006	Unknown:

RECEIVING PARTY DATA

Name:	Axygen, Inc.
Street Address:	33210 Central Avenue
City:	Union City
State/Country:	CALIFORNIA
Postal Code:	94587
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2146330	ACCURA
Registration Number:	1973778	AXYGEN

CH $65.00 2146330

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/

Date:	09/08/2006

Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 7, 2006, by MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., a Delaware corporation, as Agent (**"Agent"**).

W I T N E S S E T H:

WHEREAS, Agent and AXYGEN, INC., a California Corporation (**"Grantor"**), are parties to that certain Trademark Security Agreement dated as of April 1, 2003 (the **"Security Agreement"**) capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Grantor and certain of its affiliates to the financial institutions (collectively, the **"Lenders"**) from time to time party to that certain Credit Agreement dated as of April 1, 2003, as amended, restated, supplemented or otherwise modified from time to time, by and among Grantor, Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 7, 2003, at Reel 002706, Frame 0574; and

WHEREAS, Grantor has requested that Agent release its security interest in the Released Trademarks and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto (collectively, the **"Released Trademarks"**), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Grantor's business connected with the use of and symbolized by the Released Trademarks.

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TRADEMARK
REEL: 003387 FRAME: 0237

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: _____

Name: Christopher Herrman

Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
Accura	2146330	March 24, 1998
Axygen	1973778	May 14, 1996

TRADEMARK REGISTRATIONS

None.