

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse		12/11/2006	a Swiss Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Neucoll, Inc.		
Street Address:	105 Cooper Court		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2354109	NEUCOLL	
Registration Number:	2513093	NEUCOLL COLLAGEN FOR ORTHOPAEDICS	
Registration Number:	2813825	NEUGRAFT	
Serial Number:	75628925	NEUVISC	
Serial Number:	75839481	NEUVISC SINGLE-STEP OSTEOARTHRITIS THERAPY	
Serial Number:	78349607	COLLAGEN BONE MATRIX	
CORRESPONDENCE DATA			
Fax Number:	(310)712-8800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-712-6619		
Email:	fleishera@sullcrom.com		
Correspondent Name:	Sullivan & Cromwell LLP		
Address Line 1:	1888 Century Park East, 21st Floor		
Address Line 2:	Attn: Alison F. Fleisher		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

OP \$165.00 2354109

NAME OF SUBMITTER:	David W. Falk
Signature:	/David W. Falk/
Date:	12/12/2006
Total Attachments: 4 source=Neucoll#page1.tif source=Neucoll#page2.tif source=Neucoll#page3.tif source=Neucoll#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST
(Trademarks)

This RELEASE OF SECURITY INTEREST (Trademarks) (this "Release") is made and effective as the date indicated below and is granted by **CREDIT SUISSE**, a Swiss Bank, in its capacity as administrative agent and collateral agent (the "Collateral Agent"), in favor of NEUCOLL, INC., a Delaware corporation ("Releasee").

WHEREAS, the Releasee and the Collateral Agent are parties to that certain Credit Agreement dated as of March 23, 2006 (the "Credit Agreement");

WHEREAS, the Releasee and the Collateral Agent are parties to that certain U.S. Security Agreement dated as of March 23, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Releasee executed that certain Trademark Security Agreement dated as of March 23, 2006 and the Amended and Restated Trademark Security Agreement dated as of August 18, 2006 (together, the "Trademark Security Agreements") in favor of the Collateral Agent, pursuant to which the Releasee granted to the Collateral Agent a continuing security interest in, to and under all of the following: (a) Trademark registrations and applications for trademark registrations set forth on Schedule A attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Receivables and Proceeds thereof, ((a), (b) and (c) collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 003287/Frame 0055;

WHEREAS, the Collateral Agent acknowledges that Releasee has fully performed and satisfied all obligations, and has paid in full all of its outstanding indebtedness, secured by the Trademark Collateral conveyed pursuant to and in connection with the Credit Agreement, Security Agreement and the Trademark Security Agreements;

WHEREAS, the Releasee requests that the Collateral Agent terminate, release and discharge fully its security interest in and to the Trademark Collateral; and

WHEREAS, the Collateral Agent wishes to terminate, release and discharge fully such security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself, its successors, legal representatives and assigns, hereby terminates, releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to the Collateral Agent (if any) pursuant to the Credit Agreement, Security Agreement and the Trademark Security Agreements.


The Collateral Agent further agrees to execute and deliver to the Releasee any and all further documents or instruments and do any and all further acts which the Releasee (or its

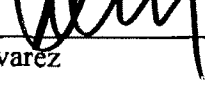
agents or designees) reasonably request in order to confirm this Release and the Releasee's right, title and interest in and to the Trademark Collateral.

[signature pages to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

CREDIT SUISSE, as Collateral Agent

By: 
Name: Phillip Ho
Title: Director

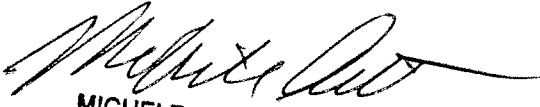
By: 
Name: Denise Alvarez
Title: Associate

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York

ss.:


On this 11 day of December 2006, before me, the undersigned, personally appeared Phillip Ho and Denise Alvarez, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


MICHELE AUTERI
Notary Public, State of New York
No. 31-4856852
Qualified in New York County
Commission Expires April 14, 2010

Schedule A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

NEUCOLL, INC.

NEUCOLL, INC. Mark	Application No. Filing Date	Registration No. Registration Date
COLLAGEN BONE MATRIX	78/349,607 01/08/04	
NEUCOLL	75/526,825 07/28/98	2,354,109 05/30/00
	75/629,463 01/28/99	2,513,093 11/27/01
NEUGRAFT	76/420,776 06/13/02	2,813,825 02/10/04
NEUVISC	75/628,925 01/27/99	
NEUVISC SINGLE-STEP OSTEOARTHRITIS THERAPY	75/839,481 11/02/99	