

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
Axygen, Inc. and Labnet International, Inc.		12/19/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1973778	AXYGEN
Serial Number:	78639082	INTERLOK
Serial Number:	78841376	OPTICSEAL
Serial Number:	78841365	EZSEAL
Serial Number:	78841259	RIGIPLATE
Serial Number:	78504878	PEPPREP
Registration Number:	1991148	BIOFREE
Registration Number:	2379980	BIOPETTE

CORRESPONDENCE DATA

Fax Number: (212)836-6778
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 1-212-836-7430
 Email: probbins@kayescholer.com

CH \$215.00 1973778

Correspondent Name: Paul Robbins, Esq.
Address Line 1: 425 Park Avenue
Address Line 2: Kaye Scholer LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Paul Robbins
Signature:	/Paul Robbins/
Date:	12/20/2006

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, Axygen, Inc., a California corporation ("Borrower"), owns the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Axygen Trademarks");

WHEREAS, Labnet International, Inc., a New Jersey corporation (herein referred to as "Labnet"), owns the trademarks listed on the annexed Schedule 2 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Labnet Trademarks");

WHEREAS, Borrower and Labnet are individually referred to herein each as a "Trademark Owner" and collectively as the "Trademark Owners", and the Axygen Trademarks and the Labnet Trademarks are referred to collectively herein as the "Trademarks";

WHEREAS, the Trademark Owners were obligated to American Capital Financial Services Inc., as administrative and collateral agent (referred to herein as the "Grantor") and the other Secured Parties as defined in the Pledge and Security Agreement dated as of September 7, 2006 (the "Original Security Agreement") made by Axygen Holdings Corporation, the Trademark Owners, the other Subsidiary Parties (as defined therein) and the Grantor for the payment and performance of the Obligations (as defined in the Original Security Agreement);

WHEREAS, pursuant to the Original Security Agreement and the Trademark Security Agreement dated as of September 7, 2006 (the "Original Trademark Agreement" and collectively with the Original Security Agreement, referred to herein as the "Original Security Documents"), the Trademark Owners granted to Grantor a security interest in, and mortgage on, all right, title and interest of the Trademark Owners in and to the Trademarks (the "Original Assignment"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, which Original Assignment was recorded at the United States Patent and Trademark Office at reel/frame 3387/0496 and 3387/0504;

WHEREAS, Grantor entered into the Credit Agreement, dated as of September 7, 2006 (the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement or the Amended and Restated Credit Agreement (as defined below), as applicable) among the Grantor as agent for the Lenders, Axygen Holdings Corporation, Borrower and the Lenders party thereto from time to time. Effective as of the date hereof, the Credit Agreement has been amended and restated (the "Amended and Restated Credit Agreement") and in accordance with the terms thereof and the terms of that certain Omnibus Assignment of Transaction Documents dated as of the date hereof,

between Grantor and CIT Lending Services Corporation, as administrative and collateral agent under the Amended and Restated Credit Agreement (the "New Agent"), Grantor and the Lenders have assigned all of their rights and obligations under the Credit Agreement and the Original Security Documents and all other rights and remedies granted to the Grantor under the Original Security Documents to New Agent;

WHEREAS, the Trademark Owners are now obligated to New Agent and the other Secured Parties as defined in the Amended and Restated First Lien Pledge and Security Agreement dated as of December 19, 2006 (as may be further amended, modified and supplemented and in effect from time to time, the "Security Agreement") made by Axygen Holdings Corporation, the Trademark Owners, the other Subsidiary Parties (as defined therein) and the New Agent for the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Trademark Owners have granted to New Agent a security interest in, and mortgage on, all right, title and interest of the Trademark Owners in and to the Collateral, to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor assigns, without recourse, representation or warranty, its security interest in, and mortgage on, all right, title and interest of the Trademark Owners in and to the Collateral, and the Trademark Owners do hereby confirm the grant to New Agent of a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Each Trademark Owner does hereby further acknowledge and affirm that the rights and remedies of New Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor does hereby confirm that it has released, relinquished and discharged all of its rights with respect to the Collateral.

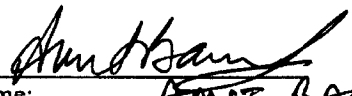
New Agent's address is CIT Group, Inc., 505 Fifth Avenue, 4th Floor, New York, New York 10017, Attn: Barbara Habhab, Facsimile: (212) 771-9520.

IN WITNESS WHEREOF, the Trademark Owners and the Grantor have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 17th day of December, 2006.

AXYGEN, INC.

By: 
Name: AMET BARSAC
Title: CFO

LABNET INTERNATIONAL, INC.

By: 
Name: AMET BARSAC
Title: VP

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Trademark Owners and the Grantor have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 19th day of December, 2006.

AXYGEN, INC.

By: _____
Name:
Title:

LABNET INTERNATIONAL, INC.

By: _____
Name:
Title:

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Grantor

By: 
Name: Frank Do
Title: SIP

SCHEDULE 1

TRADEMARKS

Trademark Registrations:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Axygen, Inc.	AXYGEN	1973778	05/14/1996	United States

Trademark Applications:

<u>Applicant Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Axygen, Inc.	INTERLOK	78639082	05/27/2005	United States
Axygen, Inc.	OPTICSEAL	78841376	03/20/2006	United States
Axygen, Inc.	EZSEAL	78841365	03/20/2006	United States
Axygen, Inc.	RIGIPLATE	78841259	03/20/2006	United States
Axygen, Inc.	PEPPREP	78504878	10/24/2004	United States

Common Law Marks:

<u>Owner</u>	<u>Mark</u>
Axygen, Inc.	AXYGEN
Axygen, Inc.	AXYGEN SCIENTIFIC
Axygen, Inc.	MAXYMUM RECOVERY

Trademark Licenses:

Exclusive Trademark License Agreement among Axygen, Inc. and Axygen Scientific, an Indian sole proprietorship, dated June 1, 2001, permitting Axygen Scientific to use the AXYGEN mark in India.

License and Supply Agreement among Cytonix Corporation and Axygen, Inc., dated as of 1998. (Patent and trademark license).

SCHEDULE 2

TRADEMARKS

Trademark Registrations:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Labnet International, Inc.	BIOFREE	1,991,148	08/16/1996	United States
Labnet International, Inc.	BIOPETTE	2379980	08/22/2000	United States

Trademark Applications:

None.

Common Law Marks:

None.

Trademark Licenses:

Settlement Agreement dated as of December 19, 2005 between Labnet International, Inc. and Brand GmbH & Co. KG.