

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

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
Registration Number:	1991148	BIOFREE
Registration Number:	2379980	BIOPETTE
Serial Number:	78639082	INTERLOK
Serial Number:	78841376	OPTICSEAL
Serial Number:	78841365	EZSEAL
Serial Number:	78841259	RIGIPLATE
Serial Number:	78504878	PEPPREP

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: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2006, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Lending Services Corporation ("CIT"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. AXYGEN HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), AXYGEN, INC., a California corporation ("Borrower"), the lenders from time to time party thereto (the "Lenders") and the Agent have entered into an Amended and Restated Credit Agreement, dated as of December 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guaranty; and

C. All the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

Grantors:

AXYGEN, INC.

Each By: 

Name: AMIT BANSAL

Title: CFO

LABNET INTERNATIONAL, INC.,

Each By: 

Name: AMIT BANSAL

Title: VP

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

Grantors:

AXYGEN, INC.

Each By: _____

Name: _____

Title: _____

LABNET INTERNATIONAL, INC.,

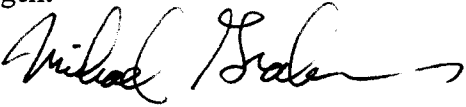
Each By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES CORPORATION,
as Agent

By: 

Name: Michael Graham

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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
Labnet International, Inc.	BIOFREE	1,991,148	08/16/1996	United States
Labnet International, Inc.	BIOPETTE	2379980	08/22/2000	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.	MAXYIMUM 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).

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