

01-22-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (ex)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103364002 SHEET
TRADEMARKS ONLY

2007 JAN 12 11:10:16

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

LA-91.1

1. Name of conveying party(ies):
ADVANCED BIOHEALING, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: HORIZON TECHNOLOGY FUNDING COMPANY LLC
Internal _____
Address: _____
Street Address: 76 Batterson Park Road
City: Farmington
State: CT
Country: U.S.A. Zip: 06032

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 21, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
2944095 1934427 2386226

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John C. Bombara
Internal Address: Horizon Technology Finance, LLC
Street Address: 76 Batterson Park Road
City: Farmington
State: CT Zip: 06032
Phone Number: 860-676-8657
Fax Number: 860-676-8655
Email Address: jay@horizontechfinance.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____ January 12, 2007
Signature Date

01/19/2007 BYRNE 00000101 2944095
01 FC:8521
02 FC:8522

Name of Person Signing Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003469 FRAME: 0063

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 21, 2006, is executed by ADVANCED BIOHEALING, INC., a Delaware corporation with an address of 10933 N. Torrey Pines Road, Suite 200, La Jolla, CA 92037 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

ADVANCED BIOHEALING, INC.

By: _____

Name:

KEVIN LAKIN

Title:

CEO

TRADEMARK

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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
DERMAGRAFT	Advanced Biohealing, Inc.	2944095	April 26, 2005
DERMAGRAFT	Advanced Biohealing, Inc.	1934437	November 7, 1995
TRANSCYTE	Advanced Biohealing, Inc.	2386226	September 12, 2000

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
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