

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| MacroPore Biosurgery, Inc.       |  | 05/07/2004            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | MAST Biosurgery  |                       |                       |
| <b>Street Address:</b>           | Stumpfstrasse 15, CH-6312  |                       |                       |
| <b>City:</b>                     | Steinhausen  |                       |                       |
| <b>State/Country:</b>            | SWITZERLAND  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: SWITZERLAND   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 78926096   | HERNIAWRAP            |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (949)450-1764  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 9494501750   |                       |                       |
| <b>Email:</b>                    | rmartin@patlawyers.com   |                       |                       |
| <b>Correspondent Name:</b>       | Kenton R. Mullins  |                       |                       |
| <b>Address Line 1:</b>           | 4 Venture, Suite 300   |                       |                       |
| <b>Address Line 4:</b>           | Irvine, CALIFORNIA 92618   |                       |                       |
| <b>DOMESTIC REPRESENTATIVE</b>   |  |                       |                       |
| <b>Name:</b>                     |  |                       |                       |
| <b>Address Line 1:</b>           |  |                       |                       |
| <b>Address Line 2:</b>           |  |                       |                       |
| <b>Address Line 3:</b>           |  |                       |                       |
| <b>Address Line 4:</b>           |  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Kenton R. Mullins  |                       |                       |

CH \$40.00 78926096

|   |            |
|---|------------|
| Signature:  | /krm/      |
| Date:   | 05/15/2007 |
| <b>Total Attachments: 4</b><br>source=Asgnmt5 (asgmt of TMs)#page1.tif<br>source=Asgnmt5 (asgmt of TMs)#page2.tif<br>source=Asgnmt5 (asgmt of TMs)#page3.tif<br>source=Asgnmt5 (asgmt of TMs)#page4.tif |            |

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of the 13<sup>th</sup> day of May, 2004, by MacroPore Biosurgery, Inc., a Delaware corporation with its principal place of business at 6740 Top Gun Street, San Diego, CA 92121 ("Assignor") to MAST Biosurgery, a Swiss corporation with its principal place of business at Stumpfstrasse 15, CH-6312 Steinhausen, Switzerland ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of event date (the "Purchase Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the relevant filing offices of certain countries as set forth on Schedule I, and other marks, including but not limited to those set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all right, title and interest in and to such Assigned Marks throughout all of the world, except for the country of Japan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign and convey to Assignee all right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights of priority therein any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its Affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for the Purchase Agreement and render effective the consummation of the transactions contemplated

hereby and thereby, or otherwise to carry out the intent and purposes of the Purchase Agreement and this Assignment.

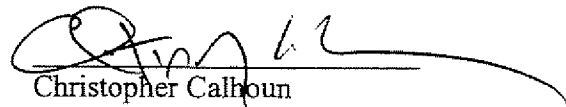
All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Assigned Marks and other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

MACROPORE BIOSURGERY, INC.

By:



Christopher Calhoun  
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF CALIFORNIA )

:SS:

COUNTY OF SAN DIEGO )

On the 7<sup>th</sup> day of May, 2004, before me, the undersigned, personally appeared Christopher Calhoun, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lisa Chicorka



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SCHEDULE I

TRADEMARKS

| <u>Outside #</u>      | <u>Title</u>        | <u>Serial # or<br/>Registration #</u> | <u>Date Filed</u> | <u>Status</u> |
|-----------------------|---------------------|---------------------------------------|-------------------|---------------|
| MA9590TM<br>(US)      | SURGI-WRAP          | 76/357,957                            | 11-Jan-02         | Pending       |
| MA9590CTM<br>(Europe) | SURGI-WRAP          | 002727337                             | 07-Jun-02         | Registered    |
| MA9672CN<br>(China)   | SURGIWRAP           | 3516464                               | 07-Apr-03         | Pending       |
| MA9591TM<br>(US)      | BIO-WRAP            | 76/362,748                            | 11-Jan-02         | Pending       |
| MA9644TM<br>(US)      | CARDIOWRAP          | 76/462,622                            | 28-Oct-02         | Pending       |
| MA9644CTM<br>(Europe) | CARDIOWRAP          | 2992550                               | 30-Dec-02         | Pending       |
| MA9644CN<br>(China)   | CARDIOWRAP          | 3516465                               | 07-Apr-03         | Pending       |
| MA9645TM<br>(US)      | CARDIOWRAP & design | 76/462,624                            | 28-Oct-02         | Pending       |
| MA9645CTM<br>(Europe) | CARDIOWRAP & design | 2992519                               | 30-Dec-02         | Pending       |
| MA9646TM<br>(US)      | SURGIWRAP & design  | 76/462,149                            | 28-Oct-02         | Pending       |
| MA9646CTM<br>(Europe) | SURGIWRAP & design  | 2992543                               | 30-Dec-02         | Pending       |

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