

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
Intersouth Affiliates V, L.P.		12/15/2006	LIMITED PARTNERSHIP: DELAWARE
Aurora Enrichment Fund, LLC		12/15/2006	LTD LIAB JT ST CO: DELAWARE
Intersouth Partners V, L.P.		12/15/2006	LIMITED PARTNERSHIP: DELAWARE
Tall Oaks Stemco Partners, LP		12/15/2006	LTD LIAB JT ST CO: DELAWARE
Village Ventures Partners Fund, L.P.		12/15/2006	LIMITED PARTNERSHIP: DELAWARE
Village Ventures Partners Fund A, L.P.		12/15/2006	LIMITED PARTNERSHIP: DELAWARE
W. Lowry Caudill		12/15/2006	INDIVIDUAL: UNITED STATES
Piedmont Angel Network LLC		12/15/2006	LTD LIAB JT ST CO: NORTH CAROLINA
Mr. Alfred G. Childers		12/15/2006	INDIVIDUAL: UNITED STATES
The Trelys Funds, L.P.		12/15/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Aldagen, Inc.
Street Address:	2810 Meridian Parkway
Internal Address:	Suite 148
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27713
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark

900095060

**TRADEMARK
 REEL: 003685 FRAME: 0531**

CH \$190.00 2823437

Registration Number:	2823437	STEMCOBIO
Registration Number:	3109914	ALDESORT
Registration Number:	2817512	STEMCOBIO
Registration Number:	2789892	ALDEFLUOR
Registration Number:	2890190	ALDECOUNT
Registration Number:	2949377	STEMCO BIOMEDICAL
Registration Number:	2900534	STEMCO BIOMEDICAL

CORRESPONDENCE DATA

Fax Number: (919)829-9696
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9198299600
Email: hcoldiron@hutchlaw.com
Correspondent Name: Holly A. Coldiron, Esq.
Address Line 1: 5410 Trinity Road
Address Line 2: Suite 400
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	ALD.21000
NAME OF SUBMITTER:	Holly A. Coldiron
Signature:	/hac/
Date:	12/27/2007

Total Attachments: 15

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ALDAGEN, INC.

SERIES C PREFERRED STOCK PURCHASE AGREEMENT

December 15, 2006

2.5 Conversion of Bridge Notes. Effective at the First Closing, and without the requirement of any further action on the part of any person, the entire outstanding principal balance, and all unpaid accrued interest, under each of the Secured Convertible Promissory Notes issued under the Note Purchase Agreement (defined below) listed on Section 2.5 of the Schedule of Exceptions (collectively, the "**Bridge Notes**") shall be converted automatically into the number of Shares described in Schedule of Noteholders attached hereto as a part of EXHIBIT A. The issuance of the Shares upon conversion of the Bridge Notes at the First Closing shall constitute full satisfaction of the Company's obligations under the Bridge Notes, and, effective upon the First Closing: (a) this Agreement shall be deemed to amend and terminate each of the Bridge Notes, each of which shall be of no further force or effect as of the First Closing; (b) any and all obligations, liabilities, claims, expenses, liens, actions, rights and interests the holders of the Bridge Notes have or may have in the future arising under or related to the Bridge Notes or that certain Note and Warrant Purchase Agreement dated as of March 23, 2005 by and among the Company and the other parties named therein, as amended (the "**Note Purchase Agreement**"), are waived to the fullest extent of the law and the Company (including any of its officers, directors, employees, affiliates and successors and assigns) is hereby released from the same to the fullest extent of the law; (c) this Agreement shall be deemed to terminate the Note Purchase Agreement, and that certain Security Agreement dated as of March 23, 2005 by and between the Company and the Secured Parties named therein, and that certain Intellectual Property Security Agreement dated as of March 23, 2005 by and between the Company and the Secured Parties named therein, each of which shall be of no further force or effect as of the First Closing; and (d) the each of the holders of the Bridge Notes hereby agrees to promptly take any


further action and to execute any and all additional documents or instruments requested by the Company to release the Company from its obligations under the Bridge Notes and the Note Purchase Agreement and terminate any liens or security interests that may have arisen in connection with the Bridge Notes. Each holder of Bridge Notes agrees to deliver promptly such holder's original Bridge Notes to the Company for cancellation in exchange for the Shares to be issued to the holder at the First Closing. Effective upon the First Closing, each of the holders of Bridge Notes hereby authorizes the Company or its agents to file any and all appropriate UCC termination statements and any and all appropriate termination statements with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES C PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

ALDAGEN, INC.

Signature: _____



Print Name: Edward L. Field

Title: President and Chief Operating Officer

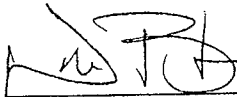
Address: 2810 Meridian Parkway, Suite 148
Durham, NC 27713

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES C
PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph
hereof.

PURCHASER:

HARBERT VENTURE PARTNERS, L.L.C.

By: _____
Its:

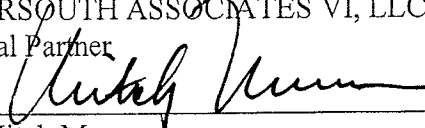
By:  _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES C PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

PURCHASER:

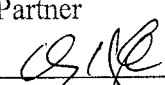
INTERSOUTH PARTNERS VI, L.P.

By INTERSOUTH ASSOCIATES VI, LLC
Its General Partner

By: 
Name: Mitch Mumma
Title: MEMBER MANAGER

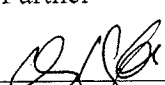
INTERSOUTH PARTNERS V, L.P.

By INTERSOUTH ASSOCIATES V, LLC
Its General Partner

By: 
Name: Garheng Kong
Title: Member, acting pursuant to Power of Attorney

INTERSOUTH AFFILIATES V, L.P.

By INTERSOUTH ASSOCIATES V, LLC
Its General Partner

By: 
Name: Garheng Kong
Title: Member, acting pursuant to Power of Attorney

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

THE AUGUST JACKSON COMPANY

By: 

Name: Frank Andrews

Title: President & CEO

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

AURORA ENRICHMENT FUND, LLC

By: Aurora Enrichment Fund Co., LLC, its managing member

Name: B. Jeffrey A

Title: manager

HARBINGER/AURORA VENTURE FUND, L.L.C.

By: Harbinger/Aurora Ventures, LLC, its managing member

Name: B. Jeffrey A

Title: President

HARBINGER/AURORA QP VENTURE FUND, L.L.C.


By: Harbinger/Aurora Ventures, LLC, its managing member

Name: B. Jeffrey A

Title: President

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:



(SEAL)

W. Lowry Caudill

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

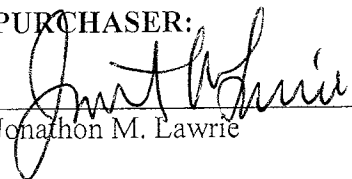
PURCHASER:



Alfred G. Childers (SEAL)

IN WITNESS WHEREOF, the parties hereto have executed the **SERIES C PREFERRED STOCK PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

PURCHASER:

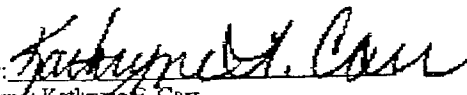
 _____ (SEAL)
Jonathon M. Lawrie

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

TALL OAKS STEMCO PARTNERS, LP

By:



Name: Kathryn A. Carr

Title: Managing Director, TOCP, LLC as General Partner

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

THE TRELYS FUNDS, L.P.

By: Adrian N. Wilson

Name: Adrian N. Wilson

Title: Managing General Partner

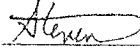
IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

VILLAGE VENTURES PARTNERS FUND, L.P.

By: Village Ventures Capital Partners I, LLC,
its general partner

By: Village Ventures, Inc., its manager

By: 

Name: Steven H. Massicotte

Title: Chief Operating Officer

VILLAGE VENTURES PARTNERS FUND A, L.P.

By: Village Ventures Capital Partners I, LLC,
its general partner

By: Village Ventures, Inc., its manager

By: 

Name: Steven H. Massicotte

Title: Chief Operating Officer

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed the SERIES C PREFERRED STOCK PURCHASE AGREEMENT as of the date set forth in the first paragraph hereof.

PURCHASER:

PIEDMONT ANGEL NETWORK LLC
(NAME OF PURCHASER, IF AN ENTITY)

Signature: W. B. Rodman Davis

Print Name: W. B. Rodman Davis

Title: Managing Member
(if applicable)