

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
Biomedical Design, Inc.		08/28/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Pegasus Biologics, Inc.		
Street Address:	6 Jenner, Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2112947	ULTIFIX	
CORRESPONDENCE DATA			
Fax Number:	(312)276-4433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-552-1311		
Email:	mboyd@fitcheven.com		
Correspondent Name:	FITCH, EVEN, TABIN & FLANNERY		
Address Line 1:	120 South LaSalle Street, Suite 1600		
Address Line 2:	Attn.: James J. Schumann		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	81663/5056		
NAME OF SUBMITTER:	James J. Schumann		
Signature:	/James J. Schumann/		
Date:	11/17/2008		

CH \$40.00 2112947

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is dated and entered into as of August 29, 2008, by and between Biomedical Design, Inc., a Georgia corporation, with a place of business at 5328 North Peachtree Road, Atlanta, Georgia 30338 ("**BMD**"), and Pegasus Biologics, Inc., a Delaware corporation with a place of business at 6 Jenner, Suite 150, Irvine, California 92618 ("**Pegasus**").

RECITALS:

WHEREAS, BMD has adopted and owns the trademark ULTIFIX and the corresponding U.S. Registration No. 2,112,947 and foreign registrations (the "Ultifix Trademarks").

WHEREAS, Pegasus is desirous of acquiring the Ultifix Trademarks together with the appurtenant good will.

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

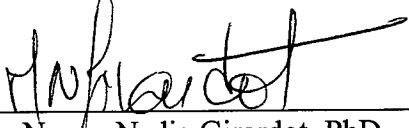
Section 1. Assignment. BMD does hereby assign to Pegasus all of BMD's right, title and interest in and to the Ultifix Trademarks, together with that portion of BMD's business in connection with the goodwill of the business symbolized by the Ultifix Trademarks, any renewal rights therein, and the exclusive right to enforce the Ultifix Trademarks in the United States and throughout the world in the sole name of Pegasus, its successors or assigns. BioMed Design LLC, holding certain license rights to the Ultifix Trademarks, consents to this assignment.

Section 2. Representation and Warranty by BMD. BMD hereby represents and warrants to Pegasus that BMD has the full right, title and interest to convey the entire interest herein assigned to Pegasus, and that BMD has not executed and will not execute any agreement in conflict herewith.

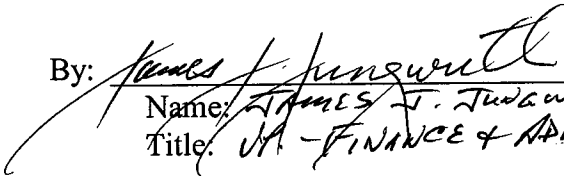
Section 3. Covenant by BMD. BMD agrees that it will, upon Pegasus's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Pegasus's full right, title and interest in and to the Ultifix Trademarks and record such transaction in the registers of any trademark authority in the world.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Agreement by their respective duly authorized officers as of the date first above written.

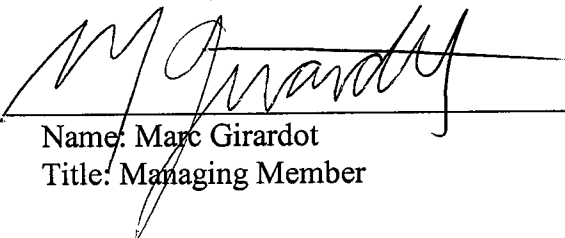
BIOMEDICAL DESIGN, INC.

By: 
Name: Nadia Girardot, PhD
Title: President

PEGASUS BIOLOGICS, INC.

By: 
Name: JAMES J. JUNGWIRTH
Title: VP - FINANCE & ADMINISTRATION

Consented to by: **BIOMED DESIGN, LLC**

By: 
Name: Marc Girardot
Title: Managing Member

[Signature Page to BMD Trademark Assignment Agreement]