

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
SYSTAGENIX WOUND MANAGEMENT (US), INC.		01/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	J.P. MORGAN EUROPE LIMITED
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0213391	ADAPTIC
Registration Number:	0875237	ADAPTIC
Registration Number:	1342006	ADAPTIC
Registration Number:	1275730	BIOCLUSIVE
Registration Number:	1277956	DYNA-FLEX
Registration Number:	1946084	FIBRACOL
Registration Number:	1547949	NU-DERM
Registration Number:	1705750	NU-GEL
Registration Number:	2636375	PROMOGRAN
Registration Number:	3101756	PROMOGRAN PRISMA
Registration Number:	1928621	REGANEX
Registration Number:	1260351	RELEASE
Registration Number:	3308037	SILVERCEL
Registration Number:	2022613	TIELLE

CH \$465.00 0213391

Registration Number:	1540641	S-ENTRY
Registration Number:	0689575	SOFNET
Registration Number:	1611959	SOF-WICK
Registration Number:	0589006	TOPPER

CORRESPONDENCE DATA

Fax Number: (212)610-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: laurie.emmer@allenoverly.com
 Correspondent Name: Laurie Emmer
 Address Line 1: 1221 Avenue of the Americas
 Address Line 2: 21st Floor
 Address Line 4: NEW YORK, NEW YORK 10020

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Laurie Emmer
Signature:	/Laurie Emmer/
Date:	01/30/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2009 (this Agreement), is made by Systagenix Wound Management (US), Inc., (the Grantor), in favor of J.P. Morgan Europe Limited, as security agent for the Finance Parties party to the Credit Agreement described below (together with its successors and permitted assigns in such capacity, the Security Agent).

WITNESSETH:

WHEREAS, pursuant to the Senior Facilities Agreement dated November 26, 2008 entered into by and among, amongst others, between Systagenix Wound Management Mezz B.V. (the Parent), the Subsidiaries of the Parent listed in Part 1 of Schedule 1 as the original borrowers (the Original Borrowers), the Subsidiaries of the Parent listed in Part 1 of Schedule 1 as the original guarantors (the Original Guarantors), OEP Holding Corporation as mandated lead arranger (the Arranger), the Financial Institutions listed in Part 2 of Schedule 1 as lenders (the Original Lenders), and the Security Agent (the Credit Agreement), the Original Lenders and the Administrative Agent have extended Commitments and made Loans to the Borrowers as defined in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 26, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the Security Agreement);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Security Agent, for the benefit of the Finance Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Except where such an assignment, pledge, hypothecation, charge, mortgage or transfer is prohibited by the terms of a license or other agreement or would result in a termination pursuant to the terms of such an agreement or license, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, and hereby grants to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, a

continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto (as may be supplemented from time-to-time), all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark and all goodwill of the business associated therewith;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Finance Document. This Agreement is a Finance Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SYSTAGENIX WOUND MANAGEMENT (US),
INC.

By:



Title:

CFO

ACCEPTED AND ACKNOWLEDGED BY:

SECURITY AGENT:

J.P. MORGAN EUROPE LIMITED

By:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SYSTAGENIX WOUND MANAGEMENT (US),
INC.

By:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

SECURITY AGENT:

J.P. MORGAN EUROPE LIMITED

By:



Title:

Jonathan Richards
Vice President

Trademark Security Agreement

SCHEDULE I
to Trademark Security Agreement

Trademark	Application Number	Application Date	Registration Number	Registration Date
ADAPTIC	71225882	1/1/1926	0213391	5/25/1926
ADAPTIC	72316652	1/1/1969	0875237	8/19/1969
ADAPTIC	73512181	12/1/1984	1342006	6/18/1985
BIOCLUSIVE	7379898	8/1/1982	1275730	5/1/1984
DYNA-FLEX	73379882	8/1/1982	1277956	5/15/1984
FIBRACOL	74516835	4/1/1994	1946084	1/2/1996
NU-DERM	73767337	12/1/1988	1547949	7/18/1989
NU-GEL	74120215	12/1/1990	1705750	8/4/1992
PROMOGRAN	76023540	4/13/2000	2636375	10/15/2002
PROMOGRAN PRISMA	78410947	4/30/2004	3101756	6/6/2006
REGRANEX	74470317	12/1/1993	1928621	10/17/1995
RELEASE	73308456	5/1/1981	1260351	12/6/1983
SILVERCEL	78211665	2/6/2003	3308037	10/9/2007
TIELLE	74688002	6/14/1995	2022613	12/10/1996
S-ENTRY	73763360	11/1/1988	1540641	5/23/1989
SOFNET	7263654	12/1/1958	0689575	12/8/1959
SOF-WICK	73830735	10/1/1989	1611959	9/1/1990
TOPPER	71640743	1/1/1953	0589006	4/27/1954

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