

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
STEMCYTE, INC.		06/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL, LLC		
Street Address:	226 E. Canon Perdido Street		
Internal Address:	Suite F		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3029549	STEMCYTE	
Registration Number:	3416684	STEMCYTE	
Registration Number:	3514246	STEMCYTE FAMILY	
Registration Number:	3524245	CORDBLOODFORUM.ORG	
Registration Number:	3087865		
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$140.00 3029549

ATTORNEY DOCKET NUMBER:	305948-146 STEMCYTE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/01/2009
Total Attachments: 4 source=Stem signed IPSA#page1.tif source=Stem signed IPSA#page2.tif source=Stem signed IPSA#page3.tif source=Stem signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended from time to time, the "IP Security Agreement") is entered into as of June 24, 2009 by and between AGILITY CAPITAL, LLC ("Lender") and STEMICYTE, INC., a Delaware corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Lender acknowledges that this IP Security Agreement shall terminate automatically upon the termination of the Loan Agreement. Upon such termination, the Lender's security interest in the intellectual property of Grantor described in the preceding paragraph shall be released and all rights therein shall revert to Grantor. Lender shall, at Grantor's sole cost and expense, promptly file any termination statements necessary to evidence the release of the Lender's security interest.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

1589 W. Industrial Park Street
Covina, CA 91722
Attn:

STEMICYTE, INC.

By: T. F. [Signature]
Title: Vice President - Finance

Address of Lender:

226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By: [Signature]
Title: Chief Credit Officer

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
Stemocyte SOP 2002	TXu001053388	07/18/02

EXHIBIT B

Patents

Title	Serial No./ Patent Number Publication Number	Application No./ Issue Date Publication Date
High Throughput Methods of HLA Typing	6670124 12/30/2003	09/747391 12/20/2000
Stem Cell Screening and Transplantation Therapy for HIV Infection		09/998832 11/29/2001
Stem Cell Screening and Transplantation Therapy for HIV Infection		02789972.3 11/27/2002
Stem Cell Screening and Transplantation Therapy for HIV Infection		2003-546840 11/27/2002
Stem Cell Screening and Transplantation Therapy for HIV Infection		PCT/US02/38436 11/27/2002
Stem Cell Screening and Transplantation Therapy for HIV Infection		10/498450 04/15/2005
Undesignated Allogeneic Stem Cell Bank		PCT/US03/04811 02/14/2003
Allogeneic Stem Cell Bank		12/110850 04/28/2008
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		1122/2007 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		2609266 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		200680026662.X 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		4580/KOLNP/2007 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		MX/a/2007/015201 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		200718230-6 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		11/422017 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		2007/10493 06/02/2006
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		11/771942 06/29/2007
Plasma-Depleted, Non-Red Blood Cell-Depleted Cord Blood Compositions and Methods of Use		06/02/2006
Lithium Stimulation of Cord Blood Stem Cell Proliferation and Growth Factor Production		PCT/US2007/083210 10/31/2007
Treatment of Brain Damage using Umbilical Cord Blood Cells		PCT/US2009/001915, filed 3/29/09 & Taiwan/98110103
HIV-Resistant Stem Cells and Uses Thereof		U.S. Provisional Patent App. No.: 61/167,967, filed 04/9/2009
Cell Therapy For Brain Tissue Damage		U.S. Provisional Patent App. No.: 61/180,243, filed 05/21/ 2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>COUNTRY</u>	<u>CLASS(ES)</u>	<u>Registration No./Issue Date</u>	<u>Application No./Filing Date</u>
STEMCYTE	China	44		5820243 12/30/2006
STEMCYTE	China	42		5820244 12/30/2006
STEMCYTE	China	5		5820245 12/30/2006
STEMCYTE	European Union	5, 42, 44	5327259 03/06/2008	5327259 09/20/2006
STEMCYTE	India	5, 42		1506597 11/22/2006
STEMCYTE	Malaysia	42		2006/17483 09/26/2006
STEMCYTE	Malaysia	5		2006/17484 09/26/2006
STEMCYTE	Singapore	5	T06/26247H 11/30/2006	T06/26247H 11/30/2006
STEMCYTE	Singapore	42	T06/26251F 11/30/2006	T06/26251F 11/30/2006
STEMCYTE	Singapore	44		T06/26252D 11/30/2006
STEMCYTE	Taiwan	5	1020240 11/01/2002	91-003571 01/28/2002
STEMCYTE	Taiwan	42	178851 03/16/2003	90-050666 12/13/2001
STEMCYTE	Taiwan	5	1274133 08/16/2007	095048018 09/20/2006
STEMCYTE	United Arab Emirates	5		91831 03/14/2007
STEMCYTE	United Arab Emirates	44		91833 03/14/2007
STEMCYTE	US	42	3029549 12/13/2005	75/886214 01/03/2000
STEMCYTE	US	1, 5	3416684 04/29/2008	77/040554 11/09/2006
STEMCYTE FAMILY	US	39, 42, 44	3514246 10/07/2008	78/863815 04/18/2006
STEMCYTE in Chinese characters	China	42	1739798 03/28/2002	2000106707 07/19/2000
STEMCYTE in Chinese Characters	Hong Kong	42	2002B02846AA 04/10/2000	7619/2000 04/10/2000
STEMCYTE in Chinese Characters	Hong Kong	35	2002B05994 05/17/2002	27224/2000 12/18/2000
STEMCYTE in Chinese Characters	Singapore	5	T01/05206H 04/11/2001	T01/05206H 04/11/2001
STEMCYTE in Chinese Characters	Singapore	42	T01/05207F 04/11/2001	T01/05207F 04/11/2001
STEMCYTE in Chinese Characters	Taiwan	42	178852 03/16/2003	90-050667 12/13/2001
CORDBLOODFORUM.ORG	US	41, 42, 44	3524245 10/28/2008	78/862062 04/14/2006
MISCELLANEOUS DESIGN	US	5, 42	3087865 05/02/2006	75/886062 01/03/2000

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RECORDED: 07/01/2009

REEL: 004015 FRAME: 0104