

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
Pegasus Biologics, Inc.		07/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Synovis Surgical Sales, Inc.		
Street Address:	2575 University Avenue West		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3592975	DURADAPT	
Registration Number:	3402973	ORTHADAPT	
Registration Number:	3363172	PEGASUS BIOLOGICS	
Registration Number:	3450421	UNITE	
Registration Number:	2112947	ULTIFIX	
Registration Number:	3549679	ULTISTER	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-6514		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Alicia G. Mills		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		

CH \$165.00 3592975

ATTORNEY DOCKET NUMBER:	475162-9
NAME OF SUBMITTER:	Alicia G. Mills
Signature:	/Alicia G. Mills/
Date:	07/22/2009
Total Attachments: 6 source=Synovis Trademark Assignment #page1.tif source=Synovis Trademark Assignment #page2.tif source=Synovis Trademark Assignment #page3.tif source=Synovis Trademark Assignment #page4.tif source=Synovis Trademark Assignment #page5.tif source=Synovis Trademark Assignment #page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is made between PEGASUS BIOLOGICS, INC., a Delaware corporation, with an address of 6 Jenner, Suite 150, Irvine, California 92618 ("Assignor"), and SYNOVIS SURGICAL SALES, INC., a Minnesota corporation, with an address of 2575 University Avenue West, St. Paul, Minnesota, 55114 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities, and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention, or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Loan and Security Agreement by and between COMERICA BANK ("Seller") and the Assignor dated as of November 21, 2006 (as amended from time to time, including by the First Amendment to Loan and Security Agreement dated as of July 16, 2008 and the Forbearance Agreement and Second Amendment to Loan and Security Agreement dated as of May 22, 2009, collectively the "Loan Agreement"), the Seller has rights in all trademarks, service marks, trade names, and service names of Assignor and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right to sue for past, present and future infringements of trademark upon occurrence of Certain Events of Default;

WHEREAS, Certain Events of Default have occurred and exist under the Loan Agreement, including under Sections 8.4 and 8.6;

WHEREAS, Seller has the unequivocal right to enforce all of its remedies against Assignor and the Collateral described in the Loan Agreement;

WHEREAS, by the Peaceful Foreclosure Agreement between the Seller and the Assignor dated as of June 29, 2009, the Assignor has consented to the Foreclosure Sale Process and the sale by Seller to Assignee of Assignor's right, title, and interest in the Marks; and

WHEREAS, by the Foreclosure Sale Agreement between the Seller and the Assignee dated as of June 29, 2009, Assignor, on behalf of the Seller, has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks; and

WHEREAS, Assignor has full power and authority to execute this Assignment;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell, and transfer to Assignee, its successors and assigns, all its right, title, and interest in and to the Marks, all of the goodwill associated therewith together with the right to recover damages and profits and all other remedies for past infringements thereof, and all rights to payment with respect to any cause of action affecting or relating to the Marks as provided in the Foreclosure Sale Agreement.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

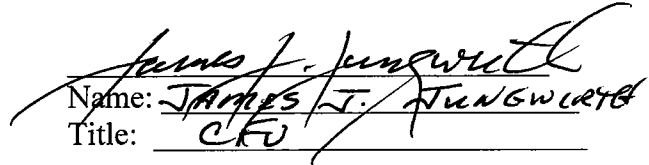
Assignor acknowledges that to the extent any of the trademark applications and registrations being transferred hereunder are still shown in the various trademark offices as being owned by a predecessor-in-interest to or an Affiliate of Assignor, Assignor agrees to work together with Assignee in good faith to allow Assignee to, where legally permitted and at Assignee's sole cost and expense, (a) record the appropriate documents to perfect its title to such applications and registrations, or (b) cause such title to be transferred directly to Assignee from Assignor's predecessor-in-interest or Affiliate.

This Assignment is executed and delivered pursuant to the Foreclosure Sale Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Seller or Buyer as set forth in the Foreclosure Sale Agreement, and in the event of any conflict between the terms and conditions of the Foreclosure Sale Agreement and the terms and conditions of this Assignment, the Foreclosure Sale Agreement shall control.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 10 day of July, 2009.

PEGASUS BIOLOGICS, INC.


Name: JAMES J. JUNGWIRTH
Title: CEO

STATE OF _____)

)

COUNTY OF _____)

see attached acknowledgment

On this ____ day of _____, 20__, personally appeared before me _____, known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public

My commission expires: _____

AGREED AND ACKNOWLEDGED:

SYNOVIS SURGICAL SALES, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

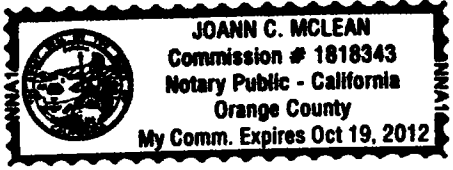
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On July 10, 2009 before me, Joann C. McLean, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James J. Jungwirth
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joann C. McLean
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

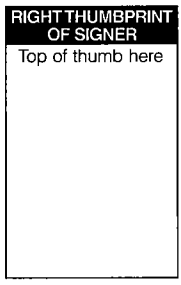
Document Date: 7/10/09 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: James J. Jungwirth

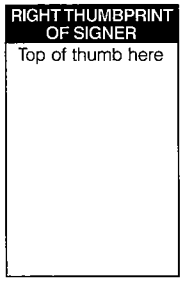
- Individual
- Corporate Officer — Title(s): CFO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Pegorum Biologics

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this ___ day of July, 2009.

PEGASUS BIOLOGICS, INC.

Name: _____
Title: _____

STATE OF _____)

)

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public

My commission expires: _____

AGREED AND ACKNOWLEDGED:

SYNOVIS SURGICAL SALES, INC.

By: Richard W. Kramp
Name: Richard W. Kramp
Title: President + CEO

[Signature Page to Trademark Assignment]

Schedule to Trademark Assignment

United States Marks

Serial Number	Reg. Number	Word Mark	Live/Dead
78528666	3592975	DURADAPT	LIVE
78882847		DERMADAPT PLUS	DEAD
78882856		CHONDRADAPT PLUS	DEAD
78882849		CHONDRADAPT	DEAD
78888243		DERMADAPT	DEAD
78528658	3402973	ORTHADAPT	LIVE
78528683		ULTISTER	DEAD
78528631	3363172	PEGASUS BIOLOGICS (and design)	LIVE
77666557		PROCUFF	LIVE
77464236	3549679	ULTISTER	LIVE
77120037	3450421	UNITE	LIVE
75079430	2112947	ULTIFIX	LIVE

Foreign Marks

Jurisdiction	Application Number	Reg. Number	Word Mark
Australia	771966	771966	ULTIFIX
European Union	923425	923425	ULTIFIX