

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sorin Group USA, Inc.		04/09/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cytomedix Acquisition Company, LLC		
<b>Street Address:</b>	416 Hungerford Drive		
<b>Internal Address:</b>	Suite 330		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2967704	ANGEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)986-0604		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-665-2000		
Email:	pto@cozen.com		
Correspondent Name:	Cozen O'Connor		
Address Line 1:	1900 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	264564.000		
NAME OF SUBMITTER:	Joseph A. Cipriani		
Signature:	/JAC/		
Date:	05/24/2010		

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**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), dated as of April 9, 2010, is made and entered into by and among Sorin Group USA, Inc., a Delaware corporation (the "Seller") and Cytomedix Acquisition Company, LLC a Delaware limited liability company (the "Buyer") (Seller and Buyer collectively referred to as the "Parties").

**WITNESSETH**

**WHEREAS**, the Parties are parties to an Asset Purchase Agreement dated April 9, 2010, (the "Asset Purchase Agreement"), pursuant to which the Buyer is acquiring certain assets of the Seller associated with the Business (as defined therein), including certain Intellectual Property (as defined therein);

**WHEREAS**, the Seller owns all right, title and interest in and to the Transferred Intellectual Assets (as defined in the Asset Purchase Agreement); and

**WHEREAS**, pursuant to Section 2.2 of the Asset Purchase Agreement, and as a condition to Closing (as defined in the Asset Purchase Agreement), the Parties agreed to enter into this Assignment pursuant to which the Seller will confirm the assignment to the Buyer of all of its right, title and interest in and to the Transferred Intellectual Assets;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Seller hereby confirms the sale, assignment, conveyance, and transfer to the Buyer, and hereby does sell, assign, convey and transfer to the Buyer, for the Buyer and its respective successors and assigns, all of the Seller's right, title and interest in and to the Transferred Intellectual Assets, including, without limitation, the following:

**A. PATENTS**

(i) the patent applications and issued patents set forth in Schedule A annexed hereto, together with all continuations, continuations-in-part, divisionals, renewals, reissues, extensions, and reexaminations, and any application filed by Seller or one of its Affiliates (as defined in the Asset Purchase Agreement) (past or present) that claims priority (whether directly or indirectly) to any of the foregoing in any and all countries (the "Patents");

**B. TRADEMARKS**

(i) the registered trademarks and trademark applications set forth in Schedule B annexed hereto, including all registrations, applications, renewals, extensions and designations to any of the foregoing (the "Trademarks");

(ii) all registrations, applications, renewals, extensions and common law rights in any and all countries for all registered, unregistered, active, inactive, abandoned, cancelled and/or suspended trademarks, service marks, trade dress, logos, slogans, trade names, service names, domain names, and other source identifiers and all goodwill associated with any of the foregoing, not explicitly listed in Schedule B, but that were used by Seller and were associated exclusively with the manufacture or use of the Acquired Products (as defined in the Asset Purchase Agreement);

**C. COPYRIGHTS**

(i) the registered copyrights set forth in Schedule C annexed hereto (the "Copyrights");

(ii) all published and unpublished works of authorship and unregistered copyrights therein associated exclusively with the manufacture or use of the Acquired Products (as defined in the Asset Purchase Agreement);

**D. KNOW-HOW**

(i) any and all trade secrets and confidential business information set forth in Schedule D including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, supplier lists, pricing and cost information, and business and marketing plans and proposals that are owned by Seller as of the date of Closing and that are used in the manufacture or use of the Acquired Products (as defined in the Asset Purchase Agreement).

2. Recordation of Intellectual Property. If Buyer elects to record this Assignment with any one or more of the United States Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, the Buyer shall bear all costs and fees associated with such recording. The Seller hereby authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office and any official of any state or foreign country whose duty it is to issue intellectual property registrations,

to record this Assignment and to issue to the Buyer all registrations from any applications for registration included in the Transferred Intellectual Assets.

3. Further Assurances. The Seller covenants and agrees that it will, upon the request of the Buyer, execute and deliver, or cause to be executed or delivered, any and all documents and perform all reasonable actions that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Transferred Intellectual Assets. Notwithstanding the foregoing, the Seller appoints the Buyer as its attorney-in-fact solely in connection with the execution of any documents necessary for the registration of the Transferred Intellectual Assets in the United States or any foreign country.

4. Governing Law. The Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

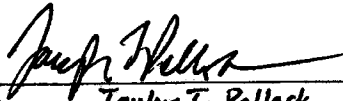
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Relation to Asset Purchase Agreement. This Assignment and all of its provisions, rights and obligations is given in accordance with the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Asset Purchase Agreement, the terms and conditions set forth in the Asset Purchase Agreement shall control. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Asset Purchase Agreement or any agreement or other document executed in connection with, or contemplated by, the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**SELLER**

**SORIN GROUP USA, INC.**

By:   
Name: Taylor T. Pollock  
Title: Secretary

**BUYER**

**CYTOMEDIX ACQUISITION COMPANY, LLC**

By: \_\_\_\_\_  
Martin Rosendale, President

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

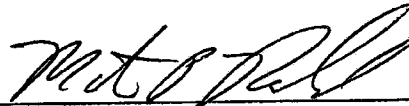
**SELLER**

**SORIN GROUP USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER**

**CYTOMEDIX ACQUISITION COMPANY, LLC**

By:  \_\_\_\_\_  
Martin Rosendale, President

**SCHEDULE A**  
**PATENTS**

1. **U.S. Patent No. 7,060,018**  
Title: Centrifuge Apparatus for Processing Blood  
Inventors: David W. Skinkle, Stephen W. Berch  
Issue/Filing Date: June 13, 2006
  
2. **U.S. Patent No. 7,407,472**  
Title: Centrifuge Apparatus for Processing Blood  
Inventors: David W. Skinkle, Stephen W. Berch  
Issue/Filing Date: August 5, 2008
  
3. **International PCT Application No. PCT/US2004/029574;**  
**Publication No. WO/2005/025754**  
Title: Apparatus for Separating Blood Components  
Inventors: David W. Skinkle, Stephen W. Berch  
Issue/Filing Date: Filed: September 10, 2004; Published: March 24, 2005
  
4. **European Patent Application No. 04783707.5;**  
**Publication No. EP1682277**  
Title: Apparatus for Separating Blood Components  
Inventors: David W. Skinkle, Stephen W. Berch  
Issue/Filing Date: Published: July 26, 2006
  
5. **Japan Patent Application No. 20060526313;**  
**Publication No. JP2007504906**  
Title: Apparatus for Separating Blood Components  
Inventors: David W. Skinkle, Stephen W. Berch  
Issue/Filing Date: Published: March 8, 2007
  
6. **International PCT Application No. PCT/US2003/040804;**  
**Publication No. WO/2004/058943**  
Title: Device and Process for the Preparation of Autologous Thrombin Serum  
Inventors: Daniel McGinnis; Cherylyn Voorhees; and Hubert Smith  
Issue/Filing Date: Filed: December 18, 2003; Published: July 15, 2004
  
7. **European Patent Application No. 03814264.2;**  
**Publication No. EP1576153**  
Title: Device and Process for the Preparation of Autologous Thrombin Serum  
Inventors: Daniel McGinnis; Cherylyn Voorhees; and Hubert Smith  
Issue/Filing Date: November 14, 2007

*Together with all national phase extensions of EP 1576153, including, but not limited to, extensions in the following countries:*



- a. Great Britain (EP1576153)
- b. Ireland (EP1576153)
- c. Italy (EP1576153)
- d. France (EP1576153)
- e. Germany (DE 60317561)

8. **Japan Patent Application No. JP20040563884;**  
**Publication No. JP2006515853**  
Title: Device and Process for the Preparation of Autologous Thrombin Serum  
Inventors: Daniel McGinnis; Cherylyn Voorhees; and Hubert Smith  
Issue/Filing Date: June 8, 2006

9. **U.S. Patent Application No. 10/328,419 (Abandoned)**  
Title: Device and Process for the Preparation of Autologous Thrombin Serum  
Inventors: Daniel McGinnis; Cherylyn Voorhees; and Hubert Smith  
Issue/Filing Date: December 23, 2002

**SCHEDULE B**  
**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
ANGEL	United States	2967704	July 12, 2005
ACTIVAT	Canada	Application No. 1357317	July 26, 2007
ACTIVAT	International Registration ( <i>and all countries and territories where protection has been designated, including, but not limited to Australia (Reg. No. 1210173), Russia (Reg. No. 941156), Switzerland (Reg. No. 941156) and the European Community (Reg. No. 941156)</i> )	941156	August 27, 2007
ACTIVAT	Italy	1057602	August 27, 2007

**SCHEDULE C**  
**COPYRIGHTS**

<b>Title</b>	<b>Date Filed</b>	<b>Copyright Registration No./Date</b>
None		

**SCHEDULE D**  
**KNOW-HOW**

Description	Date Created	Comments
None		