

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		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>
Advanced Biomaterial Systems, Inc.		09/23/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soteira, Inc.		
<b>Street Address:</b>	14 Tech Circle		
<b>City:</b>	Natick		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01760		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2974422	PLEXIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-570-1936		
<b>Email:</b>	tmcdonough@goodwinprocter.com		
<b>Correspondent Name:</b>	Michael K. Hammer		
<b>Address Line 1:</b>	Exchange Place		
<b>Address Line 2:</b>	Goodwin Procter LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	SOTEIRA/TRADEMARK		
<b>NAME OF SUBMITTER:</b>	Michael K. Hammer		
<b>Signature:</b>	/Michael K. Hammer/		

OP \$40.00 2974422

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Date:

01/06/2011

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “*Assignment*”) is made effective as of September 23, 2010, by Advanced Biomaterial Systems, Inc., a Delaware corporation (“*Assignor*”), to Soteira, Inc., a Delaware corporation (“*Assignee*”).

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in certain trademarks and/or service marks; and

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated September 23, 2010 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (such initially capitalized term and, except as defined herein, all other initially capitalized terms used herein shall have the same meanings ascribed to them in the Purchase Agreement), including, without limitation, the trademarks, service marks, trade names, domain names, logos, designs, brand names, trade dress and slogans, whether or not registered, set forth on Exhibit A attached hereto, and all of the goodwill associated therewith and all common law rights and registrations and applications for registration thereof (collectively, the “*Assigned Trademarks*”); and

WHEREAS, Assignor’s entering into this Assignment is a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in exchange for the payment of the consideration set forth in Section 2.4 of the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the Assigned Trademarks and all of Assignor’s right, title and interest in and to the Assigned Trademarks, including all common law rights therein, applications to register therefor, together with the goodwill of the business symbolized by the Assigned Trademarks and all income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages by reason of past infringements or unauthorized use of the Assigned Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue, assign, and otherwise transfer all of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademarks and to prosecute such applications, as well as to claim and receive the benefit of the

right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever reasonably necessary, Assignor agrees to review and execute or use commercially reasonable efforts to cause the appropriate persons to execute any or all documents to give effect to this provision.

3. Further Assurances. Assignor covenants and agrees that, at the cost and request of Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as Assignee may reasonably request to give effect to this Assignment.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. Cooperation. Assignor shall use Assignor's commercially reasonable efforts to cooperate fully with Assignee to give Assignee access to Assignor's relevant books and records and to make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Trademarks.

6. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Notice. All notices, demands or other communications given under this Assignment shall be given in accordance with the Purchase Agreement.

8. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

**ASSIGNOR:**

**ADVANCED BIOMATERIAL  
SYSTEMS, INC.**

a Delaware corporation

By:  \_\_\_\_\_

Name: Peter J. Carr

Title: Chief Executive Officer

***ACKNOWLEDGED AND ACCEPTED:***

**ASSIGNEE:**

**SOTEIRA, INC.**

a Delaware corporation

By: \_\_\_\_\_

Name: Lawrence Jasinski

Title: Chief Executive Officer

**SIGNATURE PAGE TO  
ASSIGNMENT OF TRADEMARKS**

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**TRADEMARK  
REEL: 004448 FRAME: 0117**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

**ASSIGNOR:**

**ADVANCED BIOMATERIAL  
SYSTEMS, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Name: Peter J. Carr

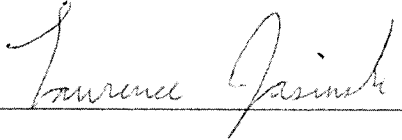
Title: Chief Executive Officer

***ACKNOWLEDGED AND ACCEPTED:***

**ASSIGNEE:**

**SOTEIRA, INC.**  
a Delaware corporation

By: \_\_\_\_\_



Name: Lawrence Jasinski

Title: Chief Executive Officer

**SIGNATURE PAGE TO  
ASSIGNMENT OF TRADEMARKS**

**TRADEMARK  
REEL: 004448 FRAME: 0118**

**EXHIBIT A**

**ADVANCED BIOMATERIAL SYSTEMS, INC.  
LIST OF TRADEMARKS**

- Plexis Trademark (U.S. Reg. No. 2,974,422)

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