

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 |
| SYSTAGENIX WOUND MANAGEMENT (US), INC. | | 05/27/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HEALTHPOINT, LTD. | | |
| Doing Business As: | DBA Healthpoint Biotherapeutics | | |
| Street Address: | 3909 Hulen Street | | |
| City: | Fort Worth | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76107-7253 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1928621 | REG GRANEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)855-8200 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214-855-8000 | | |
| Email: | cholland@fulbright.com | | |
| Correspondent Name: | Erin Frazier | | |
| Address Line 1: | 2200 Ross Avenue, Suite 2800 | | |
| Address Line 2: | Fulbright & Jaworski L.L.P. | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 11103387 | | |
| NAME OF SUBMITTER: | Erin Frazier | | |
| Signature: | /Erin Frazier/ | | |

OP \$40.00 1928621

Date:

08/02/2011

Total Attachments: 4

source=Trademark Assignment Systagenix US- Healthpoint#page1.tif

source=Trademark Assignment Systagenix US- Healthpoint#page2.tif

source=Trademark Assignment Systagenix US- Healthpoint#page3.tif

source=Trademark Assignment Systagenix US- Healthpoint#page4.tif

Trademark Assignment (US)

This Trademark Assignment (this "Assignment") is made effective as of May 27, 2011 between Systagenix Wound Management (US), Inc., a Delaware corporation having its principal place of business at Suite 302, Crown Colony Quincy, Massachusetts 02169 ("Assignor"), in favor of Healthpoint, Ltd., a Texas limited partnership doing business as Healthpoint Biotherapeutics with its principal office at 3909 Hulen Street, Fort Worth, Texas 76107-7253 USA ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications for registration, and all related goodwill, identified and set forth on Schedule 1 attached hereto (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 27, 2011 (the "Agreement") pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, including, without limitation, the Marks; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and any and all goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee the Assignor's entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, all income, royalties and other payments due or payable with respect to the Marks, the right to sue for and obtain remedies against (including the collection of damages) past, present and future infringement, misappropriation or dilution with respect to the Marks and rights of priority and protection of interests under applicable Laws with respect to the Marks, in each case free and clear of all Liens other than Permitted Liens.

Assignor shall reasonably cooperate with Assignee in the preparation and recordation of instruments of assignment or transfer for the Marks, and Assignor shall furnish, execute, verify and acknowledge such documents or information necessary for the transfer and recordal of the assignments and, at the reasonable request and expense of Assignee, perform such other acts as may be required to perfect and vest title in the Marks in Assignee and to permit Assignee to further protect or assign the Marks.

In order to give full force and effect to this Assignment of Trademarks, Assignor further agrees and hereby irrevocably appoints Assignee, and its successors and assigns, and their respective duly authorized officers and agents as its agent and attorney in fact, to act in Assignor's stead solely to execute, acknowledge, verify, and deliver any formal assignment recordation documents for the U.S. Patent and Trademark Office and any foreign equivalent, (as

applicable) with the same legal force and effect as if done by Assignor. This appointment is expressly limited to performance of only those acts necessary to perfect this Assignment.

Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Agreement. If any conflict exists between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

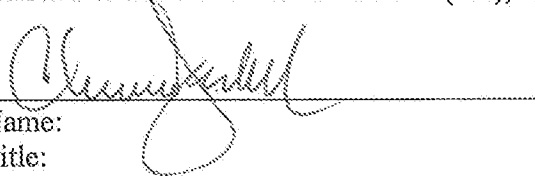
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

SYSTAGENIX WOUND MANAGEMENT (US), Inc.

By:

Name:

Title:

A handwritten signature in black ink is written over a horizontal dotted line. The signature is cursive and appears to be "D. J. ...".

Schedule 1

| Mark | Jurisdiction | Registration No. | Registration Date |
|----------|--------------|------------------|-------------------|
| REGRANEX | US | 1928621 | October 17, 1995 |