

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Soft Tissue Regeneration, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Connecticut Innovations

Internal Incorporated

Address: 865 Brook Street

Street Address: _____

City: Rocky Hill

State: CT

Country: USA Zip: 06067

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Connecticut
- Other _____ (Citizenship _____)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 20, 2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 3,818,904

3,828,878 and 85,336,709

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Greg J. Lallier, Esquire

Internal Address: Updike, Kelly & Spellacy

Street Address: 100 Pearl Street

City: Hartford

State: CT Zip: 06103

Phone Number: 860-509-5347

Fax Number: 860-548-2680

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

SEE PTO-2038 attached; you are authorized to charge this account

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Deneen Seifel
Signature

October 28, 2011
Date

Deneen Seifel
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004651 FRAME: 0450

700474119

OP \$90.00 85336709

CREDIT CARD PAYMENT FORM

ATTACHMENT

Registration/Application Numbers:

1. 3,818,904 – Dated July 13, 2010
2. 3,828,878 – Dated August 3, 2010
3. 85,336,709 – Dated June 2, 2011

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into to be effective as of September 20, 2011 by and between SOFT TISSUE REGENERATION, INC., a Delaware corporation (the "Grantor"), and CONNECTICUT INNOVATIONS, INCORPORATED, a Connecticut corporation (the "Secured Party"), as agent for the Purchasers (as defined below).

SECTION 1. Preliminary Statements.

(a) Grantor has executed and delivered this Agreement to Secured Party in order to induce Secured Party and the other Purchasers signatory thereto (the "Purchasers") to accept the Secured Convertible Promissory Note Purchase Agreement executed and delivered by Grantor contemporaneously herewith (such agreement, as it may hereafter be amended or otherwise modified is hereinafter referred to as the "Note Purchase Agreement") and to purchase up to two million five hundred thousand dollars (\$2,500,000) in aggregate principal amount of a new series of secured convertible promissory notes of the Grantor (the "Notes") pursuant to the Note Purchase Agreement, the proceeds of which are to finance the working capital needs of Grantor.

(b) All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Note Purchase Agreement or the Security Agreement dated as of the date hereof by and between Grantor and Secured Party (the "Security Agreement"). This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral (as defined in Section 2 below) granted in this Agreement are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 2. Grant of Security. As security for the full and prompt performance of all of the Obligations (as defined in the Security Agreement) and as it may be modified, amended, renewed, consolidated, replaced or extended, Grantor hereby assigns, pledges and grants to Secured Party a lien on and security interest in Grantor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each registration, and application listed on Schedule I, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and

hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by any of the foregoing; provided that the Trademark Collateral shall not in any event include any University Licensed IP (as defined in the Security Agreement) or any of the foregoing related thereto.

SECTION 3. Trademark License Rights. For purposes of this Agreement, "Trademark License Rights" shall mean Grantor's entire right, title and interest in, to and under all license agreements with any Person (as defined in the Note Purchase Agreement), whether Grantor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule I, with respect to any trademarks, service marks, trade names and trade dress and all rights thereto and thereunder; provided that the foregoing shall not in any event include any University Licensed IP.

SECTION 4. Representations and Warranties. Grantor represents and warrants as follows:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, all pledges, assignments, releases and covenants by Grantor not to sue any other Person in respect of Trademark Collateral except as otherwise set forth on Schedule I.

(b) Each trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Grantor's knowledge, valid, registered or registrable and enforceable.

(c) Except as set forth on Schedule I, Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral other than in the ordinary course of its business.

(d) Grantor has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark to the extent necessary to protect Grantor's statutory rights therein.

(e) The Trademark License Rights are in full force and effect, and Grantor is not in default of any of the Trademark License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Grantor under the Trademark License Rights.

(f) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of Uniform Commercial Code financing statements naming Grantor as "debtor" and Secured Party as "secured party" in the appropriate filing offices, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Grantor of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

SECTION 5. Further Assurances.

(a) Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that Secured Party may reasonably request, in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Grantor will execute and file such financing or continuation statements, or amendments hereto, and such other instruments or notices, as may be necessary, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to Secured Party from time to time statements and schedules and further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, (i) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (ii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. In addition, should Grantor obtain an ownership interest in any Trademark License Rights, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, Grantor shall, on the written request of Secured Party, promptly provide Secured Party with written notice thereof. Grantor authorizes Secured Party to modify this Agreement by amending **Schedule I** to include any Trademark License Rights, trademark or

service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section.

(e) With respect to any trademark that Grantor, in the exercise of its reasonable business judgment, deems necessary to the conduct of Grantor's business, Grantor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent that Grantor, in the exercise of its reasonable business judgment, deems it necessary or desirable to the conduct of its business, Grantor agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Grantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless Grantor, in the exercise of its reasonable business judgment, determines that (i) the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary or desirable in the conduct of Grantor's business, or (ii) the prosecution or maintenance of such registration or application is no longer in the best interests of Grantor's business.

(f) Grantor agrees to notify Secured Party promptly and in writing if Grantor learns: (i) that any material item of the Trademark Collateral may become abandoned; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights. Notwithstanding anything herein to the contrary, however, Grantor shall have no obligation to notify Secured Party about office actions or other routine communications with the United States Patent and Trademark Office regarding to prosecution or maintenance of any item of the Trademark Collateral.

(g) If Grantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by a third party, Grantor shall promptly notify Secured Party and shall promptly take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral. Any expenses incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark to the extent necessary to protect Grantor's statutory rights therein.

SECTION 6. Transfers and Other Liens. Grantor shall not:

(a) except as otherwise provided for in this Agreement, sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, except that Grantor may license any Trademark Collateral in the ordinary course of Grantor's business, provided that Grantor has determined in good faith that such license is necessary or desirable in the conduct of Grantor's business;

(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral; or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Grantor.

SECTION 7. Secured Party Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on behalf of Grantor and in Grantor's name or otherwise, from time to time in Secured Party's sole and absolute discretion, to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) if any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(b) if any Event of Default shall have occurred and be continuing, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) if any Event of Default shall have occurred and be continuing, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral; and

(d) if any Event of Default shall have occurred and be continuing and Grantor fails or refuses to execute and deliver forthwith any and all documents necessary or advisable to transfer title to the Trademark Collateral after Secured Party's request, to execute any or all documents on Grantor's behalf to record title to any or all of the Trademark Collateral in the name of the purchaser after any sale thereof.

SECTION 8. Secured Party May Perform.

(a) If Grantor fails to perform any of its obligations contained herein, Secured Party may itself perform, or cause performance of, such obligations, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantor under Section 11(b) hereof.

(b) Secured Party, or its designated representatives, shall have the right, at all times, to inspect Grantor's premises and to examine Grantor's books, records and operations relating to the Trademark Collateral.

SECTION 9. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Secured Party to exercise any such powers.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein (including without limitation the rights set forth in Section 7 hereof) or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral), and also may (i) exercise any and all rights and remedies of Grantor under or otherwise in respect of the Trademark Collateral; (ii) assign or license the Trademark Collateral or any part thereof, to any Person, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Grantor shall supply to Secured Party or its designee Grantor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Grantor's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantor and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(c) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11) in whole or in part by Secured Party against, all or any part of the Obligations, in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party

and remaining after payment in full of all the Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 11. Indemnity and Expenses.

(a) Grantor agrees to and does hereby indemnify and hold Secured Party harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Secured Party's bad faith or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Grantor will upon demand pay to Secured Party the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of Secured Party's rights hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

SECTION 12. Assignment. Without Secured Party's prior written consent, which Secured Party may withhold under any circumstances, Grantor will not assign or in any way transfer, by operation of law or otherwise, this Agreement, the Obligations or any of their rights or obligations thereunder or hereunder. Prior to an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder without consent of or notice to Grantor in connection with (i) the permitted transfer or assignment of Secured Party's Notes or (ii) the appointment of a successor agent in accordance with Section 6 of the Note Purchase Agreement. After an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Grantor. Upon notice of assignment and direction, Grantor will perform the Obligations directly to the assignee thereof and will not assert against any assignee, as a claim, defense, counterclaim, setoff, cross-claim, cross-complaint or otherwise, any dispute or claim which Grantor may have against Secured Party.

SECTION 13. Amendments, Waivers, Consents. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by Secured Party, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 14. Notices. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by the Note Purchase Agreement.

SECTION 15. General.

(a) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations in full, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party, its successors, and permitted transferees and assigns.

(b) Upon the final payment in full and satisfaction of the Obligations of the Secured Party to Grantor under the Notes, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination, Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(c) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(d) This Agreement shall be governed by, and construed in accordance with, the local laws of the State of Delaware, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Delaware.

(e) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND TO EXTEND CREDIT TO GRANTOR, GRANTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT HARTFORD COUNTY, CONNECTICUT. SECURED PARTY AND GRANTOR EACH CONSENT TO AND SUBMIT TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT HARTFORD COUNTY, CONNECTICUT HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO GRANTOR AND SECURED PARTY AT THEIR RESPECTIVE ADDRESSES AS SET FORTH IN THE SECURITIES PURCHASE AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS SHALL HAVE BEEN DEPOSITED IN THE U.S. MAIL, POSTAGE PREPAID.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTOR, GRANTOR AND SECURED PARTY EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY

ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.

(g) GRANTOR ACKNOWLEDGES THAT THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES ARE COMMERCIAL TRANSACTIONS. GRANTOR HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED AND IN EFFECT ON THE DATE HEREOF, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW OR PROCEDURAL RULE WITH RESPECT TO ANY PREJUDGMENT REMEDY OR OTHER RIGHT OR REMEDY THAT THE AGENT OR ANY PURCHASER MAY ELECT TO USE OF WHICH IT MAY AVAIL ITSELF. DEBTOR FURTHER WAIVES, TO THE GREATEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISEMENT, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS. GRANTOR FURTHER WAIVES ANY REQUIREMENT THAT THE AGENT OR ANY PURCHASER OBTAIN A BOND OR OTHER SIMILAR DEVICE IN CONNECTION WITH THE EXERCISE OF ANY REMEDY OR THE ENFORCEMENT OF ANY RIGHT HEREUNDER.

(h) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(i) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

(j) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof and thereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Secured Party have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

GRANTOR:

SOFT TISSUE REGENERATION, INC.

By: 

Name: Joseph W. Reilly

Title: President

SECURED PARTY:

**CONNECTICUT INNOVATIONS,
INCORPORATED**

By: _____

Name: Peter V. Longo

Title: President and Executive Director

IN WITNESS WHEREOF, Grantor and Secured Party have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

GRANTOR:

SOFT TISSUE REGENERATION, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:

CONNECTICUT INNOVATIONS,
INCORPORATED

By: 

Name: ~~Peter V. Longo~~ GEORGE D. BELLAS

Title: President and Executive Director

VICE PRESIDENT - FINANCE AND ADMINISTRATION

STATE OF N.J.)
) ss
 COUNTY OF Bergen)

On the 2nd day of Sept, 2011, before me personally came Joseph W. Reilly, who, being duly sworn, did depose and say that she/he is the President and CEO of Soft Tissue Regeneration, Inc., a Delaware corporation, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

[Signature]

 Notary Public

(PLACE STAMP AND SEAL ABOVE)



STATE OF Connecticut)
) ss Rocky Hill, CT
 COUNTY OF Hartford)

On the 16th day of September 2011, before me personally came Peter V. Longo, who, being duly sworn, did depose and say that he is the President and Executive Director of Connecticut Innovations, Incorporated, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.


Heidi J. Bieber
 Notary Public

(PLACE STAMP AND SEAL ABOVE)

— Heidi J. Bieber
 NOTARY PUBLIC
 State of Connecticut
 My Commission Expires 12/31/2012

Schedule I

US Trademark Registrations and Applications

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
<u>Service Marks - Approved</u>		
L-C Ligament	3,818,904	July 13, 2010
 STR <i>Soft Tissue Regeneration</i>	3,828,878	August 3, 2010
<u>Service Marks -- Application Pending</u>		
STR GRAFT	85,336,709	June 2, 2011
Other Marks		
None		