

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bioheart, Inc.		08/30/2011	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueCrest Venture Finance Master Fund Limited		
<b>Street Address:</b>	PO Box 309, Uglan House		
<b>Internal Address:</b>	South Church Street		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	Limited Company: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2832452	MYOCATH	
Registration Number:	2950422	MYOCELL	
Registration Number:	2507930	BIOHEART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)773-5759		
<b>Phone:</b>	415.773.5700		
<b>Email:</b>	ipprosecutionsf@orrick.com, cbush@orrick.com, orapoport@orrick.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Chelseaa Bush		
<b>Address Line 1:</b>	405 Howard Street		
<b>Address Line 2:</b>	The Orrick Building		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2669		
<b>ATTORNEY DOCKET NUMBER:</b>	18664.8		

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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Chelseaa Bush
Signature:	/Chelseaa Bush/
Date:	10/31/2011

Total Attachments: 3

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of August 30, 2011, is executed by Bioheart, Inc., a Florida corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company as successor to BlueCrest Capital Finance, L.P. ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of May 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor and Lender have entered into that certain Amendment No. 3 to Loan and Security Agreement, dated as of December 31, 2009 (as amended, the "Amendment"), pursuant to which Grantor agreed to deliver to Lender a Security Agreement on their Intellectual Property duly executed by Grantor.

C. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule I annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of August 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:

BlueCrest Venture Finance Master Fund Limited  
PO Box 309, Ugland House  
South Church Street  
George Town, Cayman Islands  
Attention: Legal Department

with a copy to:

BlueCrest Venture Finance Master Fund Limited  
c/o 225 West Washington Street

Suite 200  
Chicago, IL 60606  
Attention: Robert Nagy  
Tel. No.: (312) 368-4973  
Fax No.: (312) 443-0126

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**GRANTOR**

Bioheart, Inc.,  
a Florida corporation

By: MTM L  
Name: Mike Tomas  
Title: Chief Executive Officer & President

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>
MYOCATH	76/238480	4/10/2001	2832452
MYOCELL	76/228179	3/21/2001	2950422
BIOHEART	75/838364	11/02/1999	2507930
REGENX	77/942606	2/23/2010	N/A