

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cytomedix, Inc.		02/19/2013	CORPORATION: DELAWARE
Cytomedix Acquisition Company, LLC		02/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
Aldagen, Inc.		02/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Funding III, LLC
Street Address:	7255 Woodmont Avenue
Internal Address:	Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3271034	ALDAGEN
Registration Number:	2890190	ALDECOUNT
Registration Number:	2789892	ALDEFLUOR
Registration Number:	3109914	ALDESORT
Registration Number:	3271245	
Registration Number:	2967704	ANGEL
Registration Number:	3913862	AUTOLOGEL
Registration Number:	3913866	CYTOMEDIX

CORRESPONDENCE DATA

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 404-443-5742
Email: lallen@mcguirewoods.com
Correspondent Name: Lizzie Garner, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street, N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2061695-0015 CYTOMEDIX
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	02/21/2013

Total Attachments: 14

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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 19th day of February, 2013 by and between MIDCAP FUNDING III, LLC, a Delaware limited liability company (“**Agent**”) and CYTOMEDIX, INC., a Delaware corporation, **CYTOMEDIX ACQUISITION COMPANY, LLC**, a Delaware limited liability company, and **ALDAGEN, INC.**, a Delaware corporation (collectively, the “**Grantor**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Credit Extensions**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

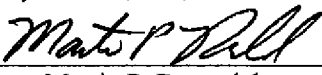
c/o Cytomedix, Inc.
209 Perry Parkway, Suite 7
Gaithersburg, MD 20877
Attention: Martin Rosendale, Chief Executive
Officer
Fax: (240) 499-2690
E-Mail: mrosendale@cytomedix.com

CYTOMEDIX, INC.

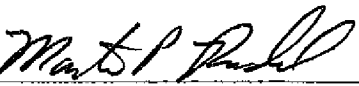
By:  (SEAL)
Name: Martin P. Rosendale
Title: Chief Executive Officer

**CYTOMEDIX ACQUISITION COMPANY,
LLC**

By: Cytomedix, Inc., its Sole Member

By:  (SEAL)
Name: Martin P. Rosendale
Title: Chief Executive Officer

ALDAGEN, INC.

By:  (SEAL)
Name: Martin P. Rosendale
Title: Chief Executive Officer

AGENT:

Address of Agent:

MIDCAP FUNDING III, LLC

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

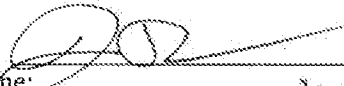
By:  (SEAL)
Name: Josh Groman
Title: Its Authorized Signatory
Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

[APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS]			
Borrower	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date (if a License, expiration of License and Licensed Property)
Aldagen Inc.	US Patent 6,537,807	Patent – Licensed to Borrower by Duke University	12/4/2018
Aldagen Inc.	US Patent 6,627,759	Patent – Licensed to Borrower by Duke University	12/7/2019
Aldagen Inc.	US Patent 6,991,897	Patent – Licensed to Borrower by Duke University	6/6/2020
Aldagen Inc.	US Patent 7,754,480	Patent – Licensed to Borrower by Duke University	4/21/2022
Aldagen Inc.	AU Patent 774,566	Patent	12/7/2019
Aldagen Inc.	EP Patent 1137798	Patent	12/7/2019
Aldagen Inc.	SG Patent P-NO.81176	Patent	12/7/2019
Aldagen Inc.	CA Patent Application 2,353,701	Patent	
Aldagen Inc.	EP Patent Application 08010501.8	Patent	
Aldagen Inc.	JP Patent Application 2000-586940	Patent	
Aldagen Inc.	US Patent 7,863,043	Patent	5/4/2024
Aldagen Inc.	US Application 12/966,401	Patent	
Aldagen Inc.	AU Patent Application 2004316477	Patent	
Aldagen Inc.	CA Patent Application 2,556,018	Patent	
Aldagen Inc.	EP Patent Application 04751235.5	Patent	
Aldagen Inc.	JP Patent Application 2009-44911	Patent	
Aldagen Inc.	US Application 12/513,882	Patent	
Aldagen Inc.	CA Patent Application 2,668,673	Patent	
Aldagen Inc.	EP Patent Application 07868696.1	Patent	
Aldagen Inc.	JP Patent Application 2009-536475	Patent	

Aldagen Inc.	US Application 12/513,889	Patent	
Aldagen Inc.	CA Patent Application 2,668,608	Patent	
Aldagen Inc.	EP Patent Application 07871405.2	Patent	
Aldagen Inc.	JP Patent Application 2009-536471	Patent	
Cytomedix, Inc.	EP Patent 1576153	Patent	12/18/2023
Cytomedix, Inc.	JP Patent 4886194	Patent	12/18/2023
Cytomedix, Inc.	DE Patent 1576153/60317561.9	Patent	12/18/2023
Cytomedix, Inc.	FR Patent 1576153	Patent	12/18/2023
Cytomedix, Inc.	IT Patent 1576153	Patent	12/18/2023
Cytomedix, Inc.	GB Patent 1576153	Patent	12/18/2023
Cytomedix, Inc.	IE Patent 1576153	Patent	12/18/2023
Cytomedix, Inc.	US Patent 7,060,018	Patent	9/11/2023
Cytomedix, Inc.	US Patent 7,407,472	Patent	9/11/2023
Cytomedix, Inc.	WO Patent Application PCT/US04/295 74	Patent	
Cytomedix, Inc.	EP Patent Application 04783707.5	Patent	
Cytomedix, Inc.	JP Patent 2006-526313	Patent	9/10/2024
Cytomedix, Inc.	US Patent 6,303,112	Patent	6/21/2019
Cytomedix, Inc.	EP Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	AT Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	AU Patent 768543	Patent	6/21/2019
Cytomedix, Inc.	BE Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	CA Patent 2301794	Patent	6/21/2019
Cytomedix, Inc.	CH Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	DE Patent 1091735/69937562.2	Patent	6/21/2019

Cytomedix, Inc.	DK Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	ES Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	FI Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	FR Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	GB Patent 2342046	Patent	6/21/2019
Cytomedix, Inc.	IE Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	IT Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	JP Patent 3993981	Patent	6/21/2019
Cytomedix, Inc.	LI Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	LU Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	MX Patent 248977	Patent	6/21/2019
Cytomedix, Inc.	NL Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	NZ Patent 509122	Patent	6/21/2019
Cytomedix, Inc.	SG Patent 0078201	Patent	6/21/2019
Cytomedix, Inc.	SE Patent 1091735	Patent	6/21/2019
Cytomedix, Inc.	US Patent 6,524,568	Patent	2/13/2019
Cytomedix, Inc.	US Patent 7,112,342	Patent	9/23/2023
Cytomedix, Inc.	US Patent 5,599,558	Patent	2/4/2014
Cytomedix, Inc.	EP Patent 0417818	Patent	
Cytomedix, Inc.	US Patent 5,776,892	Patent	7/7/2015
Cytomedix, Inc.	EP Patent 0714404	Patent	6/17/2014
Cytomedix, Inc.	CA Serial no. 2568107	Patent	6/17/2014
Cytomedix, Inc.	DE Patent 0714404	Patent	6/17/2014
Cytomedix, Inc.	FR Patent 0714404	Patent	6/17/2014
Cytomedix, Inc.	GB Patent 0714404	Patent	6/17/2014

Cytomedix, Inc.	JP Patent 3645905	Patent	6/17/2014
Cytomedix, Inc.	IT Patent 0714404	Patent	6/17/2014
Cytomedix, Inc.	US Patent 5,470,831	Patent	3/24/2013
Cytomedix, Inc.	CA Patent 2165418	Patent	6/17/2014
Cytomedix, Inc.	WO Patent Application PCT/US2006/025962	Patent	
Cytomedix, Inc.	US Patent No. 7,927,563 / App. No. 129+00127 (Kit for Separation of Biological Fluids)	Patent	
Cytomedix, Inc.	US Patent App. No. 11993188 (Publication No. 20100226902) (Method for Treating Wounds with Enriched Platelet Wound Healant)	Patent	
Cytomedix, Inc.	US Patent No. 5,165,938 (Would Healing Agents Derived from Platelets)	Patent	

APPLIES TO LICENSE AGREEMENTS ONLY				
Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restrictions to grant a lien, assign or sublicense? (Yes/No)	Default or Termination affect Agent's ability to sell or assign? (Yes/No)
The John Hopkins Univesrity 111 Market Place Suite 906 Baltimore MD 21202	License Agreement November 27, 2000	YES	NO	YES
Duke University Room 230 North Bldg Durham, North Carolina 27708	License Agreement October 12, 2000	YES	NO	YES


EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

[APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS]			
Borrower	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Registration No./Application No.
Aldagen Inc.	ALDAGEN	Mark	3,271,034
Aldagen Inc.	ALDECOUNT	Mark	2,890,190
Aldagen Inc.	ALDEFLUOR	Mark	2,789,892
Aldagen, Inc.	ALDESORT	Mark	3,109,914
Aldagen Inc.	Three Circle Design 	Mark	3,271,245
Cytomedix, Acquisition Company, LLC	ANGEL	Mark (US)	2,967,704
Cytomedix, Inc.	ANGEL	Mark (CH)	
Cytomedix, Inc.	ANGEL	Mark (EU)	
Cytomedix, Inc.	ANGEL	Mark (ES)	
Cytomedix, Inc.	ANGEL	Mark (NO)	
Cytomedix, Inc.	ANGEL	Mark (WO)	
Cytomedix, Inc.	ACTIVAT	Mark (CA)	
Cytomedix, Inc.	ACTIVAT	Mark (IT)	
Cytomedix, Inc.	ACTIVAT	Mark (AU)	
Cytomedix, Inc.	ACTIVAT	Mark (CH)	
Cytomedix, Inc.	ACTIVAT	Mark (CN)	
Cytomedix, Inc.	ACTIVAT	Mark (EU)	
Cytomedix, Inc.	ACTIVAT	Mark (RU)	
Cytomedix, Inc.	AUTOLOGEL	Mark (US)	3,913,862
Cytomedix, Inc.	AUTOLO-GEL	Mark (JP)	
Cytomedix, Inc.	AUTOLO-GEL	Mark (TW)	

Cytomedix, Inc.	AUTOLO-GEL	Mark (TW)	
Cytomedix, Inc.	AUTOLO-GEL	Mark (TW)	
Cytomedix, Inc.	CYTOMEDIX	Mark (AU)	
Cytomedix, Inc.	CYTOMEDIX	Mark (BX)	
Cytomedix, Inc.	CYTOMEDIX	Mark (CA)	
Cytomedix, Inc.	CYTOMEDIX	Mark (SG)	
Cytomedix, Inc.	CYTOMEDIX	Mark (SG)	
Cytomedix, Inc.	CYTOMEDIX	Mark TW)	
Cytomedix, Inc.	CYTOMEDIX	Mark (TW)	
Cytomedix, Inc.	CYTOMEDIX	Mark (US)	3,913,866
Cytomedix, Inc.	CYTOMEDIX	Mark (CH)	
Cytomedix, Inc.	CYTOMEDIX	Mark (CN)	
Cytomedix, Inc.	CYTOMEDIX	Mark (EU)	
Cytomedix, Inc.	CYTOMEDIX	Mark (JP)	
Cytomedix, Inc.	CYTOMEDIX	Mark (NO)	
Cytomedix, Inc.	CYTOMEDIX	Mark (SG)	
Cytomedix, Inc.	CYTOMEDIX	Mark (WO)	
Cytomedix, Inc.	CYTOMEDIX (with Katakana)	Mark (JP)	

EXHIBIT D

Mask Works

None.