

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aldagen, Inc.		03/31/2014	CORPORATION: DELAWARE
Cytomedix Acquisition Company, LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Cytomedix, Inc.		03/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deerfield Private Design Fund II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Deerfield Private Design International II, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS
Name:	Deerfield Special Situations Fund, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Deerfield Special Situations International Master Fund, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS
Name:	Deerfield MGMT, L.P., as Agent
Street Address:	780 Third Avenue, 37th Floor

TRADEMARK

City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86165131	AUTOLOGEL
Registration Number:	3913862	AUTOLOGEL
Registration Number:	3913866	CYTOMEDIX
Registration Number:	3271245	
Registration Number:	3271034	ALDAGEN
Registration Number:	2967704	ANGEL
Registration Number:	2890190	ALDECOUNT
Registration Number:	2789892	ALDEFLUOR

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333285-104
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/08/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 31st day of March, 2014 by and between DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P., DEERFIELD SPECIAL SITUATIONS FUND, L.P., and DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P. (collectively, the "Lenders"), DEERFIELD MGMT., L.P., as agent for the Lenders ("Agent") and CYTOMEDIX, INC., a Delaware corporation, ALDAGEN, INC., a Delaware corporation and CYTOMEDIX ACQUISITION COMPANY, LLC, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Facility Agreement by and between the Lenders and Grantors dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to the Lenders and Agent, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure its obligations under the Security Agreement and the Loan Agreement.

B. Pursuant to the terms of the Security Agreement, Grantors have granted to Agent and Lenders, a security interest in all of Grantors' 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 Security Agreement and the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. To secure its obligations under the Security Agreement and the Loan Agreement, Grantors grant and pledge to Agent and Lenders, a security interest in all of Grantors' 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 Grantors 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 Grantors 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.

2. These security interests are granted in conjunction with the security interests granted to Agent and Lenders, under the Security Agreement. The rights and remedies of Agent and Lenders with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and Security Agreement, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each right, power and remedy of Agent and Lenders provided for herein or in the Loan Agreement or Security Agreement, 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 or Lenders of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders, of any or all other rights, powers or remedies.

3. This IP Security Agreement is a Loan Document. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

4. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 5.4 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE

[Signature Page Follows]

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

GRANTORS:

CYTOMEDIX, INC.,
a Delaware corporation

By: Martin Rose
Name: MARTIN ROSENDALE
Title: CEO

ALDAGEN, INC.,
a Delaware corporation

By: Martin Rose
Name: MARTIN ROSENDALE
Title: CEO

**CYTOMEDIX ACQUISITION COMPANY,
LLC,**
a Delaware limited liability company

By: Martin Rose
Name: MARTIN ROSENDALE
Title: CEO

Grantors Contact Information:

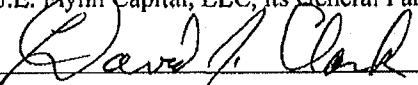
Attn: _____
Facsimile: _____
E-Mail: _____

[Signatures Continue on Following Page]

LENDERS:

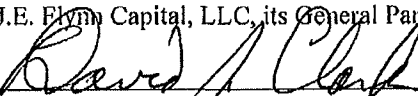
DEERFIELD PRIVATE DESIGN FUND II, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: General Counsel & Authorized Signatory

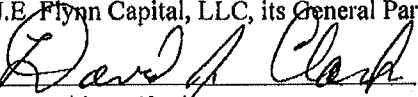
DEERFIELD PRIVATE DESIGN INTERNATIONAL
II, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: General Counsel & Authorized Signatory

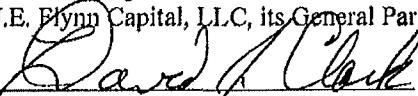
DEERFIELD SPECIAL SITUATIONS FUND, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: General Counsel & Authorized Signatory

DEERFIELD SPECIAL SITUATIONS
INTERNATIONAL MASTER FUND, L.P.

By: Deerfield Mgmt., L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: General Counsel & Authorized Signatory

DEERFIELD MGMT., L.P., as Agent

By: J.E. Flynn Capital, LLC, its General Partner

By:

Name: David J. Clark

Title: General Counsel & Authorized Signatory

[End of Signature Pages]

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

U.S. FEDERAL PATENTS

Description	Application No.	Application Date	Patent No.	Registration Date	Owner/Applicant
Kit for separation of biological fluids	12900127	10/7/10	7927563	4/19/11	Cytomedix, Inc.
Enriched platelet wound healant	10356145	1/30/03	7112342	9/26/06	Cytomedix, Inc.
Enriched platelet wound healant	09770924	1/26/01	6524568	2/25/03	Cytomedix, Inc.
Improved enriched platelet wound healant	09424523	11/23/99	6303112	10/16/01	Cytomedix, Inc.
Angiogenic peptides	08037486	3/24/93	5470831	11/28/95	Cytomedix, Inc.
Wound healing agents derived from platelets	07526542	5/18/90	5165938	11/24/92	Cytomedix, Inc.
Method for treating wounds with enriched platelet wound healant	11993188	12/19/07	N/A	N/A	Cytomedix, Inc.
Centrifuge apparatus for processing blood	11079940	3/14/05	7407472	8/5/08	Cytomedix, Inc.
Centrifuge apparatus for processing blood	10659855	9/11/03	7060018	6/13/06	Cytomedix, Inc.
Anti-inflammatory peptides	08259550	6/16/94	5776892	7/7/98	Cytomedix, Inc.
Selecting amounts of platelet releasate for efficacious treatment of tissue	08328651	10/25/94	5599558	2/4/97	Cytomedix, Inc.
Stem cell populations and methods of use	10589173	5/15/07	7863043	1/4/11	Aldagen, Inc.
Stem cell populations and methods of use	12966401	12/13/10	N/A	N/A	Aldagen, Inc.
Methods for using ALDHbr cells to supplement stem cell transplantation	12513889	2/3/10	N/A	N/A	Aldagen, Inc. and Duke University
Methods for improved engraftment following stem cell transplantation	12513882	1/4/10	N/A	N/A	Aldagen, Inc.
Method of isolating stem cells	10632377	8/1/03	6991897	1/31/06	Aldagen, Inc.

EXHIBIT C

Trademarks

U.S. FEDERAL TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
NATURAL HEALING FROM WITHIN	86165898	1/15/14	N/A	N/A	Pending (Intent to Use)	Cytomedix, Inc.
AUTOLOGEL	86165131	1/14/14	N/A	N/A	Pending	Cytomedix, Inc.
AUTOLOGEL	85064423	6/16/10	3913862	2/1/11	Registered	Cytomedix, Inc.
CYTOMEDIX	85064488	6/16/10	3913866	2/1/11	Registered	Cytomedix, Inc.
DESIGN ONLY	77015705	10/6/06	3271245	7/31/07	Registered	Aldagen, Inc.
ALDAGEN	77010682	9/29/06	3271034	7/31/07	Registered	Aldagen, Inc.
ANGEL	76496913	3/13/03	2967704	7/12/05	Registered	Cytomedix Acquisition Company, LLC
ALDECOUNT	78168718	9/27/02	2890190	9/28/04	Registered	Aldagen, Inc.
ALDEFLUOR	78168720	9/27/02	2789892	12/2/03	Registered	Aldagen, Inc.

EXHIBIT D

Mask Works

None

Intellectual Property Security Agreement

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RECORDED: 04/08/2014

**TRADEMARK
REEL: 005255 FRAME: 0749**