

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MidCap Funding III, LLC, as Agent		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cytomedix, Inc.
<b>Street Address:</b>	209 Perry Parkway, Suite 7
<b>City:</b>	Gaithersburg
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20877
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Cytomedix Acquisition Company, LLC
<b>Street Address:</b>	209 Perry Parkway, Suite 7
<b>City:</b>	Gaithersburg
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20877
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	Aldagen, Inc.
<b>Street Address:</b>	209 Perry Parkway, Suite 7
<b>City:</b>	Gaithersburg
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20877
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3271034	ALDAGEN
<b>Registration Number:</b>	2890190	ALDECOUNT
<b>Registration Number:</b>	2789892	ALDEFLUOR
<b>Registration Number:</b>	3109914	ALDESORT
<b>Registration Number:</b>	3271245	
<b>Registration Number:</b>	2967704	ANGEL
<b>Registration Number:</b>	3913862	AUTOLOGEL

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3913866	CYTOMEDIX

**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

<b>ATTORNEY DOCKET NUMBER:</b>	333285-104
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	04/16/2014

**Total Attachments: 10**

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## RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made as of March 31, 2014 ("Effective Date") by MIDCAP FUNDING III, LLC, in its capacity as Agent for the Lenders ("Grantee"), in favor of CYTOMEDIX, INC., CYTOMEDIX ACQUISITION COMPANY, LLC AND ALDAGEN, INC. ("Grantors").

WHEREAS, Grantors are borrowers under that certain Credit and Security Agreement, dated as of February 19, 2013, by and among Grantors, the other Persons signatory thereto from time to time as Credit Parties, the Persons parties thereto from time to time as Lenders, and MidCap Funding III, LLC, as Agent for the Lenders (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), Grantors granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in and to the Patents (as defined in the IP Security Agreement, the "Patents") and Trademarks (as defined in the IP Security Agreement, the "Trademarks");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 21, 2013 at Reel/Frame 029854/0298 and at Reel/Frame 4968/0266;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of March 28, 2014, by and among Grantee and Grantors, Grantee has consented to the release of the Lien on the Collateral including, without limitation, the Collateral listed on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral"); and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the Credit Agreement and the IP Security Agreement respectively is hereby terminated and released.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the each of the Patents and Trademarks, including, without limitation, the entire right, title and interest in and to each of the Patents and Trademarks, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future

infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantors. Grantee authorizes Grantors (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

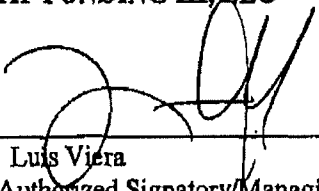
4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**MIDCAP FUNDING III, LLC**

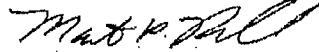
By:   
Name: Luis Viera  
Title: Authorized Signatory/Managing Director

RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS  
SIGNATURE PAGE 1

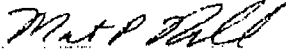
**TRADEMARK**  
**REEL: 005261 FRAME: 0849**

ACCEPTED and AGREED:


CYTOMEDIX, INC.

By:   
Name: MARTIN ROSENDALE  
Title: CEO

CYTOMEDIX ACQUISITION COMPANY, LLC

By:   
Name: MARTIN ROSENDALE  
Title: CEO

ALDAGEN, INC.

By:   
Name: MARTIN ROSENDALE  
Title: CEO

RECEIVED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE  
DATE RECEIVED

**SCHEDULE 1**

**PATENTS**

APPENDIX 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
Aldagea 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	

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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.	BB 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 Healan)	Patent	
Cytomedix, Inc.	US Patent No. 5,165,938 (Wound Healing Agents Derived from Platelets)	Patent	

APPLICABLE TO LICENSE AGREEMENTS ONLY				
Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restriction to grant a sublicense? (Yes/No)	Default termination affect Agents ability to sell or assign? (Yes/No)
The John Hopkins University 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

**SCHEDULE 2**

**TRADEMARKS**

<b>APPENDIX TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS</b>			
<b>Borrower</b>	<b>Name / Identifier of IP or License</b>	<b>Type of IP (e.g., patent, TM, ©, mask work) or License Agreement</b>	<b>Registration No./Application No.</b>
Aldagen Inc.	ALDAGEN	Mark	3,271,034
Aldagen Inc.	ALDECOUNT	Mark	2,890,190
Aldagen Inc.	ALDBFLUOR	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)	

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Cytomedix, Inc.	AUTOLO-GEL	Mark (TW)	
Cytomedix, Inc.	AUTOLO-GEL	Mark (TW)	
Cytomedix, Inc.	CYTOMBIX	Mark (AU)	
Cytomedix, Inc.	CYTOMEDIX	Mark (BX)	
Cytomedix, Inc.	CYTOMEDIX	Mark (CA)	
Cytomedix, Inc.	CYTOMEDIX	Mark (SG)	
Cytomedix, Inc.	CYTOMEDIX	Mark (SG)	
Cytomedix, Inc.	CYTOMBIX	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)	

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