

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deerfield MGMT, L.P.		10/16/2015	LIMITED PARTNERSHIP: DELAWARE
Deerfield Private Design Fund II, L.P.		10/16/2015	LIMITED PARTNERSHIP: DELAWARE
Deerfield Private Design International II, L.P.		10/16/2015	LIMITED PARTNERSHIP: VIRGIN ISLANDS, BRITISH
Deerfield Special Situations Fund, L.P.		10/16/2015	LIMITED PARTNERSHIP: DELAWARE
Deerfield Special Situations International Master Fund, L.P.		10/16/2015	LIMITED PARTNERSHIP: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<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>	Aldagen, Inc.		
<b>Street Address:</b>	209 Perry Parkway, Suite 7		
<b>City:</b>	Gaithersburg		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20977		
<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>	20977		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			

CH \$40.00 2967704

Property Type	Number	Word Mark
Registration Number:	2967704	ANGEL
<b>CORRESPONDENCE DATA</b>		
Fax Number:	3129021061	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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:	10/20/2015	
<b>Total Attachments: 5</b>		
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**TRADEMARK RELEASE OF SECURITY INTEREST**

This TRADEMARK RELEASE OF SECURITY INTEREST (this "Release") is made as of October 16, 2015, by DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P., DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD SPECIAL SITUATIONS FUND, L.P. and DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P. (collectively, the "Lenders") and DEERFIELD MGMT, L.P., as Agent for the Lenders ("Agent" and together with the Lenders, collectively "Secured Party").

**WITNESSETH:**

WHEREAS, CYTOMEDIX, INC., a Delaware corporation, ALDAGEN, INC., a Delaware corporation, CYTOMEDIX ACQUISITION COMPANY, LLC, a Delaware limited liability company (each individually and collectively "Grantor") and Secured Party, were parties to that certain Intellectual Property Security Agreement, dated as of March 31, 2014 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Secured Party in, among other things, all of Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Exhibit A hereto, and which Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel: 5255/Frame: 0738; and

WHEREAS, Grantor has requested that Secured Party discharge and release its and Lenders' security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademarks set forth on Exhibit A (the "Trademark Collateral") and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its and Lenders' security interest in all of Grantor's right, title and interest in, to and under:

(a) the Trademark Collateral;

(b) any and all claims for damages by way of past, present and future infringements of any of the rights related to the Trademark Collateral, with the right but not the obligation, to sue for and collect such damages for said use or infringement of the Trademark Collateral;

(c) all licenses or other rights to use the Trademark Collateral and all license fees and royalties arising from such use;

(d) all amendments, extensions, renewals and extensions of the Trademark Collateral; and

(e) 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. To the extent, if any, that following the release as set forth in Section 1 above, Secured Party or Lenders retain or would retain any right, title or interest in or to the Trademark Collateral or any goodwill of any business conducted in connection therewith, Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Secured Party, all of Secured Party's and Lenders' right, title and interest in, to and under the Trademark Collateral, and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark Collateral.

3. Nothing herein shall release any right, title or interest of Nuo pledged to the Secured Party or the Lenders in, to or under that certain Amended and Restated License Agreement of even date herewith between Nuo Therapeutics, Inc. (f/k/a Cytomedix, Inc.) and Arthrex, Inc.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

**AGENT:**

**DEERFIELD MGMT, L.P., as Agent**

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

By:

Name:

Title:

*David J. Clark* — DE  
*David J. Clark*  
*Authorized Signatory*

**LENDERS:**

**DEERFIELD PRIVATE DESIGN FUND II,  
L.P.**

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

By: David J. Clark  
Name: David J. Clark  
Title: Authorized Signatory

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**DEERFIELD PRIVATE DESIGN  
INTERNATIONAL II, L.P., as Agent**

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

By: David J. Clark  
Name: David J. Clark  
Title: Authorized Signatory

**DEERFIELD SPECIAL SITUATIONS  
FUND, L.P., as Agent**

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

By: David J. Clark  
Name: David J. Clark  
Title: Authorized Signatory

-DE

**DEERFIELD SPECIAL SITUATIONS  
INTERNATIONAL MASTER FUND, L.P.,  
as Agent**

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

By: David J. Clark  
Name: David J. Clark  
Title: Authorized Signatory

Exhibit A

Mark	Registration Number	Registration Date	Country
ANGEL	2967704	7/12/05	USA

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