

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                    |  |                |              |
|------------------------------------|--|----------------|--------------|
| SUBMISSION TYPE:                   | NEW ASSIGNMENT   |                |              |
| NATURE OF CONVEYANCE:              | RELEASE BY SECURED PARTY   |                |              |
| <b>CONVEYING PARTY DATA</b>        |  |                |              |
| Name                               | Formerly   | Execution Date | Entity Type  |
| Venture Lending & Leasing IV, Inc. |  | 11/19/2008     | CORPORATION: |
| <b>RECEIVING PARTY DATA</b>        |  |                |              |
| Name:                              | Scandius Biomedical, Inc.  |                |              |
| Street Address:                    | 11A Beaver Brook Road  |                |              |
| City:                              | Littleton  |                |              |
| State/Country:                     | MASSACHUSETTS  |                |              |
| Postal Code:                       | 01460  |                |              |
| Entity Type:                       | CORPORATION: DELAWARE  |                |              |
| <b>PROPERTY NUMBERS Total: 4</b>   |  |                |              |
| Property Type                      | Number   | Word Mark      |              |
| Registration Number:               | 2978295  | SCANDIUS       |              |
| Registration Number:               | 2978296  |                |              |
| Serial Number:                     | 78689268   | TRITIS         |              |
| Serial Number:                     | 78487852   | STRATIS        |              |
| <b>CORRESPONDENCE DATA</b>         |  |                |              |
| Fax Number:                        | (203)492-8232  |                |              |
|                                    | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                |              |
| Phone:                             | 203-492-8238   |                |              |
| Email:                             | dorothy.agoglia@covidien.com   |                |              |
| Correspondent Name:                | Mark Farber  |                |              |
| Address Line 1:                    | 60 Middletown Avenue   |                |              |
| Address Line 2:                    | Legal Department   |                |              |
| Address Line 4:                    | North Haven, CONNECTICUT 06473   |                |              |
| ATTORNEY DOCKET NUMBER:            | SCANDIUSRELEASE  |                |              |
| NAME OF SUBMITTER:                 | Mark Farber  |                |              |

CH \$115.00 2978295

|   |              |
|---|--------------|
| Signature:  | /markfarber/ |
| Date:   | 01/22/2009   |
| <b>Total Attachments: 8</b><br>source=Scandiusreleasepdf#page1.tif<br>source=Scandiusreleasepdf#page2.tif<br>source=Scandiusreleasepdf#page3.tif<br>source=Scandiusreleasepdf#page4.tif<br>source=Scandiusreleasepdf#page5.tif<br>source=Scandiusreleasepdf#page6.tif<br>source=Scandiusreleasepdf#page7.tif<br>source=Scandiusreleasepdf#page8.tif |              |

## GENERAL RELEASE OF SECURITY INTEREST

This General Release of Security Interest (this "Release") by Venture Lending & Leasing IV, Inc. (the "Releasor") in favor of Scandius Biomedical, Inc, a Delaware corporation ("Scandius"), is dated as of November 19, 2008.

### BACKGROUND

WHEREAS, pursuant to the terms of the Loan and Security Agreement dated as of January 24, 2006, between Scandius and the Releasor (the "Security Agreement"), Scandius granted a security interest in all of its right, title and interest in the Collateral (as defined in the Security Agreement) to the Releasor;

WHEREAS, in consideration of the satisfactory performance and payment of certain obligations pursuant to the Security Agreement, the Releasor desire to release their right, title or interest in the Collateral or any other asset that is the subject of the security interest (collectively, the "Secured Assets") created by the Security Agreement.


NOW, THEREFORE, Releasor, intending to be legally bound hereby, agree as follows:

1. Consideration. Releasor acknowledge that Releasor has derived substantial economic benefit from the Security Agreement, and that the receipt of such benefits constitutes adequate consideration for Releasor' promises contained herein.
2. Release and Acknowledgement. Releasor agrees that the Security Agreement (excluding Section 9.7 thereof (entitled "Indemnification; Exculpation"), which expressly provides that it shall survive the payment and satisfaction of all of Scandius' obligations to Releasor), together with any and all security interest(s) created thereby, shall terminate in its entirety and be of no further force and effect. Releasor further agrees that Releasor shall not hold any right, title or interest in or to any of the Secured Assets. Releasor hereby agrees to cooperate with Scandius in connection with any filings that Scandius reasonably determines are necessary to be filed to evidence the foregoing.
3. UCC Termination Statement. Releasor hereby authorizes Scandius to file appropriate UCC Termination Statement covering the Secured Assets.
4. Miscellaneous. This Agreement shall be interpreted, governed and enforced in accordance with the substantive laws of the State of California, without giving effect to the conflict of law rules thereof. If a court of competent jurisdiction deems any provision of this Release invalid, illegal, or unenforceable in any jurisdiction, the parties intend that such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions of this Release in such jurisdiction or rendering any provision of this Release invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, Releasor has executed this Release and Acknowledgement on  
and as of the date first above written.

RELEASOR:

VENTURE LENDING & LEASING IV, INC.,

By: 

Name: Maurice Werdegar

Title: President

C11199 5014174-1.019376.0024

TRADEMARK  
REEL: 003922 FRAME: 0442

**RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Venture Lending & Leasing IV, Inc., with principal offices at 2010 North First Street, San Jose, CA 95131 (the "Releasor"), hereby releases and terminates the Intellectual Property Security Agreement entered into between the parties on January 24, 2006, (the "Security Agreement").

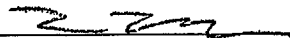
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and terminates its security interest in (i) all right, title and interest in and to the United States and international patents and patent applications set forth on Schedule A attached hereto (the "Patents") of Scandius Biomedical, a Delaware corporation (the "Releasee") with principal offices at 11A Beaver Brook Road, Littleton, MA 01460, including, (ii) all products of the Patents, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and terminates its security interest in (i) all right, title and goodwill in and interest to the United States trademark registrations set forth on Schedule B attached hereto (the "Trademarks") of the Releasee.

THIS RELEASE is made in consideration of the satisfactory performance and payment of certain obligations pursuant to the Security Agreement, which was recorded by the United States Patent & Trademark Office at Reel 017626, Frame 0092 for several of the Patents, and Reel 3310, Frame 0350 for the Trademarks.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the 19<sup>th</sup> day of November, 2008.

ON BEHALF OF  
VENTURE LENDING & LEASING IV, INC.,  
as Releasor

By   
Name: Maurice Werdegar  
Title: President

**SCHEDULE A**

**Patents**

| <b>CDocket No.</b>      | <b>Title</b>   | <b>Filing Date; Serial No.</b> | <b>Issue Date; Patent No.</b> | <b>Remarks</b>  |
|-------------------------|--|--------------------------------|-------------------------------|---|
| SCAN-1<br>PROV          | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/01<br>60/326,293         |                               | Expired provisional application   |
| SCAN-1                  | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>10/261,899         | 03/30/04<br>6,712,822         | Assigned to Scandius BioMedical, Inc. 1/9/03<br><br>4th Yr Maint Fee paid 6/27/07 |
| SCAN-1<br>CON           | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 03/30/04<br>10/812,609         |                               | Assigned to Scandius BioMedical, Inc.   |
| SCAN-1<br>PCT           | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>PCT/US02/<br>31142 |                               | Filed in the name of Scandius BioMedical, Inc.                                    |
| SCAN-1<br>PCT AU        | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>2002330168         | 2/22/07                       | Filed in the name of Scandius BioMedical, Inc.                                    |
| SCAN-1<br>PCT<br>CANADA | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>2,462,256          |                               | Filed in the name of Scandius BioMedical, Inc.                                    |
| SCAN-1<br>PCT EP        | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>2002766431         |                               | Filed in the name of Scandius BioMedical, Inc.                                    |
|                         |  |                                |                               |   |

CHI99 5012577-1.019376.0024

| CDocket No.            | Title  | Filing Date; Serial No.    | Issue Date; Patent No. | Remarks  |
|------------------------|--|----------------------------|------------------------|--|
| SCAN-1<br>PCT<br>JAPAN | APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS | 10/01/02<br>2003-531880    |                        | Filed in the name of Scandius BioMedical, Inc.                             |
| SCAN-2<br>PROV         | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 10/01/01<br>60/326,351     |                        | Expired provisional application  |
| SCAN-2                 | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 04/16/02<br>10/123,434     | 03/30/04<br>6,712,849  | Assigned to Scandius BioMedical, Inc.<br><br>4th Yr Maint Fee paid 6/27/07 |
| SCAN-17                | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 04/22/04<br>10/829,846     |                        | Assigned to Scandius BioMedical, Inc. on 4/9/02                            |
| SCAN-17<br>PCT         | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 04/22/05<br>PCT/US05/13721 |                        | Filed in the name of Scandius BioMedical, Inc.                             |
| RE-2<br>PROV           | METHOD AND APPARATUS FOR RECONSTRUCTING A LIGAMENT                 | 08/18/04<br>60/602,589     |                        |  |
| SCAN-18<br>PROV        | METHOD AND APPARATUS FOR RECONSTRUCTING A LIGAMENT                 | 06/08/05<br>60/688,588     |                        | Expired provisional application  |
| SCAN-18                | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 08/18/05<br>11/206,892     |                        | claims priority from RE-2 PROV and SCAN-18 PROV                            |
| SCAN-18<br>PCT         | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                 | 08/18/05<br>PCT/US05/29423 |                        | Filed in the name of Scandius BioMedical, Inc.                             |

C11199 5012577-1.019376.0024

| <b>CDocket No.</b>      | <b>Title</b>   | <b>Filing Date; Serial No.</b> | <b>Issue Date; Patent No.</b> | <b>Remarks</b>                                 |
|-------------------------|--|--------------------------------|-------------------------------|--|
| SCAN-2<br>CON           | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 03/04/04<br>10/793,532         | 6/20/06<br>7,063,724          | Assigned to Scandius BioMedical, Inc.          |
| SCAN-2<br>PCT           | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 09/30/02<br>PCT/US02/3<br>1036 |                               | Filed in the name of Scandius BioMedical, Inc. |
| SCAN-2<br>PCT AU        | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 09/30/02<br>2002330152         | 1/5/07                        | Filed in the name of Scandius BioMedical, Inc. |
| SCAN-2<br>PCT<br>CANADA | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 09/30/02<br>2,462,519          |                               | Filed in the name of Scandius BioMedical, Inc. |
| SCAN-2<br>PCT<br>EU     | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 09/30/02<br>2002766415         |                               | Filed in the name of Scandius BioMedical, Inc. |
| SCAN-2<br>PCT<br>JAPAN  | APPARATUS AND METHOD FOR RECONSTRUCTING A LIGAMENT                             | 09/30/02<br>2003-531878        |                               | Filed in the name of Scandius BioMedical, Inc. |
| RE-3<br>PROV            | METHOD AND APPARATUS FOR THE REPAIR OF A ROTATOR CUFF TENDON OR LIGAMENT       | 11/15/04<br>60/628,082         |                               | Expired provisional application                |
| RE-3                    | METHOD AND APPARATUS FOR THE REPAIR OF A ROTATOR CUFF (RTC) TENDON OR LIGAMENT | 11/15/05<br>11/280,600         |                               | Pending  |

CH199 5012577-1.019376.0024



| <b>CDocket No.</b> | <b>Title</b>   | <b>Filing Date; Serial No.</b> | <b>Issue Date; Patent No.</b> | <b>Remarks</b> |
|--------------------|--|--------------------------------|-------------------------------|----------------|
| RE-3 PCT           | METHOD AND APPARATUS FOR THE REPAIR OF A ROTATOR CUFF (RTC) TENDON OR LIGAMENT | 11/15/05<br>PCT/US05/4<br>1259 |                               |                |
|                    |  |                                |                               |                |

CHI99 5012577-1.019376.0024

**TRADEMARK**  
**REEL: 003922 FRAME: 0447**

**SCHEDULE B**

**Trademarks**

| <u>Description</u> | <u>Registration or Serial Number</u> | <u>Registration or Filing Date</u> |
|--------------------|--------------------------------------|------------------------------------|
| SCANDIUS           | Reg. No. 2978295                     | July 26, 2005                      |
| Triangle Logo      | Reg. No. 2978296                     | July 26, 2005                      |
| TRITIS             | Ser. No. 78689268                    | Filed August 10, 2005              |
| STRATIS            | Ser. No. 78487852                    | Filed September 22, 2004           |

CHI99 5012577-1.019376.0024